SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage
DEPARTMENT: Planning & Development DIVISION: Community Resources AUTHORIZED BY: Dan T. Matthys CONTACT: Annie Knight EXT. 7364
Agenda Date 06/14/2005 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

BACKGROUND:

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$29,514.64 have been made to the Housing Trust Fund.

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

	Name	<u>Parcel I.D. Number</u>
1.	Erica D. Haire Luis & Ninfa Vazquez	10-21-29-521-0300-0440 34-20-30-534-0000-0140
3.	Suzanne L. Bagley	08-21-30-508-0G00-0070
4.	Joseph E. Nedley	10-20-30-503-0400-0540
5.	Marc L. Mitchell, Jr. &	27-21-31-516-0000-0250
	Michelle R. Mitchell	
6.	Charles & Diann Lowery	32-19-31-514-0000-0860
7.	Robert Black, Jr.	31-19-31-524-0800-0100
8.	Cynthia D. Lucie	36-19-30-539-0000-1140

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 28, 2000, and recorded in Official Records Book 3982, Pages 0293 through and including 0297, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated December 28, 2000, and recorded in the Official Records Book 3982, Pages 0298 through and including 0300, Public Records of Seminole County, Florida, which encumbered the property located at 605 Youngstown Parkway, #44, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

UNIT 44, BUILDING 3, HIDDEN SPRINGS CONDOMINIUMS, ACCORDING TO THE DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1594, PAGES 668 ET SEQ., OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ALL AMENDMENTS THERETO, TOGETHER WILL ALL APPURTENANCES THERETO AND AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN THE DECLARATION

and further described as depicted on Exhibit "A" hereto.

Parcel Identification Number: 10-21-29-521-0300-0440

(the "Property,") were made by Erica D. Haire, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 30, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminor be executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:CARLTON HENLEY, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	by the Board of County Commissioners at their, 20

County Attorney

4/7/05 Satisfaction-Erica Haire

AS/lpk



EXHIBIT "A" LEGAL DESCRIPTION Schedule A

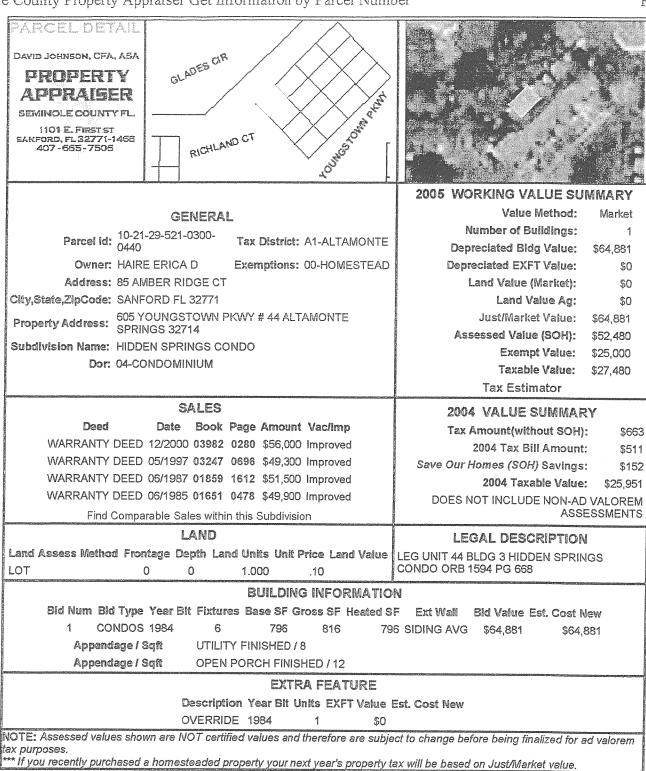
Condominium Unit 44, Building 3, of RIDDEM SPRINGS COMPONINIUMS, according to the Declaration of Condominium recorded on November 18, 1984 in Official Records Book 1894, Pages 668 through 798, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded Pebruary 10, 1986, in Official Records Book 1709, Pages 77 through 87, Official Records Book 1711, Pages 966 through 974; Official Records Book 1711, Pages 978 through 965; Official Records Book 1742, Pages 20 through 30; Official Records Book 1768, Page 281; Official Records Book 1780, Page 1018, Official Records Book 1826, Page 224, Official Records Book 1838, Page 1677; Official Records Book 1848, Page 1010; Official Records Book 1863, Page 306; Official Records Book 1958, Page 1634; Official Records Book 1994, Page 1028, Official Records Book 2017, Page 1178, Official Records Book 2029, Page 116; Official Recods Book 2130, Page 531; Official Records Book 2236, Page 1602; Official Records Book 2321, Page 1649; Official Records Book 2323, Page 825; Official Records Book 2141, Page 1493; Official Records Book 2382, Page 946; Official Records Book 2379, Page 608; Official Records Book 2407, Page 175, of the Public Records of Seminole County, Florida, together with all appurtenances thereto and an undivided interest in the common elements of said condominium as set forth in said Declaration.

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THOROUGHBRED TITLE II, LLC ESCROW TRUST ACCOUNT

ESCROW TRUST ACCOUNT 95 NORTH STATE ROAD 434, SUITE 210 ALTAMONTE SPRINGS, FL 32714 407-682-5961



4444

3/30/2005

PAY TO THE SHIP ORDER OF

\$ **5,000.00

Five Thousand and 00/100**********************

DOLLARS

SHIP

Erica D. Haire

MEMO:

R-0236 Rivera/Haire

Caroly Meddletin

||*OO4444||* ||*O63104668||* || OO45808872||*

THOROUGHBRED TITLE II, LLC ESCROW TRUST ACCOUNT SHIP

3/30/2005

4444

5,000.00

Rivera/Haire

R-0236 Rivera/Haire

5,000.00

5/1/5,00

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th cay of <u>December</u> 2000 by and between Erica D. Haire, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgages."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$6,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selzed and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGISLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 195.155(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
B.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM ATTN: CHERI WIGHT
230 N. WESTMONTE DR.: STESSEY
ALIAMONTE SPOR. FL \$2714

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1 of 5

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit.

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit. commit or suffer no waste, impairment or deterioration of asid land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occurred by the Mortgagor, and said land is not sold, leased, rented or sublessed.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately decaded and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUKE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCUPE IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Five Thousand Dollars and 00/100(\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

in the event of a foreclosure or a dead in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or dead in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a dead in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

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Print Name: Jen. Decaher	Print Name: Al Tologia ora 378 1. K 17
V	48 814
Print Name:	Print Name:
Print Name:	Print Name:
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	STATE OF FLORIDA COUNTY OF SEMINOLE			ي	198
	I HEREBY CERTIFY that on this28thday of	D. Heire		2000	
	and, who executed the fore soknowledge before me that he/she/they executed the same to me or have produced	end are personal identification and	illy known 5	0296	
	WITNESS my hand and official seal in the County and Sta	ate lest aforesaid			
•	WY COMMISSION & CO SETSIS IN COMMISSION & CO SETSIS IN COMMISSION & CO SETSIS IN COMMISSION & CO SETSIS Notary Public Serial Number	/ leowal	26/		

Commission Expires:

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EXHIBIT "A" LEGAL DESCRIPTION Schedule A

Condominium Unit 44, Building 3, of RIDDEN SPRINGS CONDOMINIUMS, according to the Declaration of Condominium recorded on November 15, 1984 in Official Records Book 1594, Pages 668 through 795, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded February 10, 1986, in Official Records Book 1709, Pages 77 through 87, Official Records Book 1711, Pages 966 through 974, Official Records Book 1711, Pages 978 through 985; Official Records Book 1742, Pages 20 through 30; Official Records Book 1768, Page 281; Official Records Book 1780, Page 1018, Official Records Book 1826, Page 224, Official Records Book 1838, Page 1677; Official Records Book 1848, Page 1010; Official Records Book 1863, Page 306; Official Records Book 1958, Page 1634; Official Records Book 1994, Page 1028; Official Records Book 2017; Page 1178; Official Records Book 2029, Page 116; Official Recods Book 2130, Page 531; Official Records Book 2236, Page 1602; Official Records Book 2321, Page 1649; Official Records Book 2323, Page \$25; Official Records Book 2141, Page 1493; Official Records Book 2352, Page 946; Official Records Book 2179, Page 805; Official Records Book 2407, Page 175, of the Public Records of Seminole County, Florida, together with all appurtenances thereto and an undivided interest in the common elements of said condominium as set forth in said Decleration.

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Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT:	\$5,000.00
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FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Flve Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
8.H.I.P. HOMEOWNERHSIP
ABBISTANCE PROGRAM ATTN: CHERI WIGHT
220 N. WESTMONTE DR., STEE1974
ALTAMONTE SPGS, FL 32714

3982 0299

- 1 The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Morigage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

14

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Morigage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves	the right of first refusal on the property
IN WITNESS WHEREOF, the said Mothers presents the day and year first above	ortgagor has hereunto signed and sealed gwitten.
Print Name; CALL COLLEGE COLLE	Print Name: Erica D. Haire 605 Youngatown Pkwy #44 Altamonta Springs, Florida 327 Print Name:
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	
i HEREBY CERTIFY that on this 28th before me, an officer duly authorized in the St to take acknowledgments, personally appeared who exacknowledge before me that he/she/they exect to me or have produced Driver's filters did not take an oath.	ared Krica D. Haire
WITNESS my hand and official seal in the	Cler my Jeonson
LE H. NEWOD Serial	Number Nassion Expires:



EXMIRIT "IA!!

Schodulo A

Condominium Unit 46, Building 3, of RIDDEM SPRINGS COMPONINIUMS, according to the Declaration of Condominium resorded on Movember 18, 1984 in Official Records Book 1894, Pages 668 through 798, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded February 10, 1986, in Official Records Book 1709, Pages 77 through 87, Official Records Book 1711, Pages 966 through 974; Official Records Book 1711, Pages 978 through 985; Official Records Book 1742, Pages 20 through 30; Official Records Book 1788, Page 1817, Official Records Book 1780, Page 1018, Official Records Book 1836, Page 1877; Official Records Book 1846, Page 1010; Official Records Book 1863, Page 1016; Official Records Book 1863, Page 1006; Official Records Book 1984, Page 1028; Official Records Book 2017; Page 1178; Official Records Book 2029, Page 116; Official Records Book 2130, Page 831; Official Records Book 2236, Page 1602; Official Records Book 2337, Page 825; Official Records Book 2341, Page 1449; Official Records Book 2339, Page 946; Official Records Book 2379, Page 808; Official Records Book 2407, Page 1478, of the Public Records Book 2407, Page 178, of the Public Records Semincle County, Florids, together with all appurtenances thereto and an undivided interest in the Common elements of said condominium as set forth in said Declaration.

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File Mon MP42187

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 13, 2004, and recorded in Official Records Book 05252, Pages 1079 through and including 1083, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN. THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 13, 2004, and recorded in the Official Records Book 05252, Pages 1084 through and including 1087, Public Records of Seminole County, Florida, which encumbered the 325 San Gabriel Street, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-534-0000-0140

(the "Property,") were made by Luis Vazquez and Ninfa Vazquez, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 30, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Sen be executed this day of _	ninole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk 4/7/05	
Satisfaction-Luis & Ninfa Vazquez	



Appendage / Sqft

SCREEN PORCH FINISHED / 25

Appendage / Sqft

SCREEN PORCH FINISHED / 176

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

Check Number: 23855

Date: 03/30/05

File ID/Number: 5C02103

TAC: TCOF-LLC

Client/ Matter: ZAMARRIEGO,CLAUDIA

Ledger Comment:

Responsible Party: CARMEN

Pay To: SEMINOLE COUNTY COMMUNITY DEVELOPMENT

Check Amount: \$ 10,000.00

Memo: Payoff of second Mortgage

TITLECORP

ESCROW ACCOUNT

355 S. RONALD REAGAN BLVD. • LONGWOOD, FL 32750 PHONE: 407-629-7070 Bank of America.

NUMBER

63-4/630

5C02103 Payoff of second Mortgage

--Ten Thousand and 00/100 -----

DATE

---AMOUNDollars

23855

March 30, 2005

\$ ****10,000.00

PAY TO THE

DER SEMINOLE COUNTY COMMUNITY DEVELOPMENT

SHIP PAYOFF- 1101 EAST 1ST, STE 3301

SANFORD, FL 32771

Helica Denchee

IV3

#063000047# 003443805584#

AND THE PROPERTY OF THE PROPER

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY BK 05252 PGS 1079-1087

CLERK'S # 2004050640

RECORDING FEES 42.60

RECORDED BY S D' Kelley

RECORDED 94/85/2894 85:15:35 AM

RETURN TO: (OT/57, L/ Fidelity National 7tile 3452 Lake Lynda Drive, Suifig 175 Orlando, Fl. 32817 This document was prepared by Amold W. Schneider, Esq. County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office Saminote County, Government 1101 East First Stipet Sanford, Fi 32724.

This Mortgage is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to \$5 195332 and 199.183(1), Florida Statutes (2003)

SEMINOLE COUNTY
HOME OWNERSHIP ASSISTANCE PROGRAM
SECOND MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this 13th day of February, 2004, by follow Vazquez and Ninfa Vazquez, husband and wife (the "MORTGAGORS") whose zurrent address is 101 E. Altamonte Drive, Apt. 1714, Altamonte Springs, Florida 32701, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771.

WITHESSETH:

1. That for good and (valuable consideration and in particular the sum of TEN THOUSAND AND 1200 DOLLARS (\$10,000.00) through the issuance of that certain SHIP program Second Mortgage Promissory Note in that amount and of even date perswith, attached hereto as Exhibit "A" (the "Second Mortgage Note") the MORTGAGORS hereby grant, bargain, sell, promise, convey, and confirm which the MORTGAGEE all of the MORTGAGORS' interest in that certain partel of real property located at 325 San Gabriel Street, Winter Springs, Florida, 32708 the legal description and parcel identification number for which are as follows:

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 34-20-30-534(0000-0140

(the "Property").

Book5252/Page1079 CFN#2004050640

- 2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.
- MORTGAGORS are indefeasibly seized of said Property in fee simple; that the MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that the MORTGAGORS will make such further assurances to perfect fee simple title to said land in the MORTGAGORS have good right and in the MORTGAGORS assurances to perfect fee simple title to said land in the MORTGAGER as may reasonably be required; that the MORTGAGORS hereby fully warrant that title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is reflected in the title insurance policy issued in connection with MORTGAGORS purchase of the Property and/or granting of this Mortgage.

 4. MORTGAGORS further covenant to use the improved Property as
- 4. Mortgagors further covenant to use the improved Property as their occupied tesidence, and that the Property shall not be sold, leased, conveyed, transferred or refinanced for at least five (5) years from the date hereof except as may be otherwise provided in the Second Mortgage Note and applicable statutes and regulations.
- 5. MORTGAGURS covenant and agree to pay promptly when due the principal and interest, if any under this Mortgage and the Second Mortgage Note; provided however, no payments shall be due so long as the Property remains occupied by the MORTGAGORS as their personal residence and the Property is not leased, subleased, rented transferred or conveyed to any other persons.
- 6. If the MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the second Mortgage thereto shall cease, determine be deemed fully satisfied, forgiven, and be canceled on the fifth (5 m) anniversary of the date of this Mortgage.
- 7. MORTGAGORS covenant and lagree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Second Mortgage Note, the MORTGAGEE may pay the same, without waiving a affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.
- 8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof, except for reasonable wear and tear.

- 9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGORS for any surplus modies received by MORTGAGEE.
- MORTGAGORS covenant and agree to pay or reimburse all costs, rhadges, and expenses, including attorney's fees and title searches reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGORS to promptly and fully comply with this Mortgage, the Second Mortgage Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such institute at sor covenants shall be deemed an event of default
- 11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGORS for the amount and on the terms specified in a written, firm contract between the MORTGAGORS and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGORS.
- 12. Subject to paragraph six (6) hereof, if any sum or money referred to herein or in the second Mortgage Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the entire principal amount thereof or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereofter accruing.
- 13. MORTGAGORS shall not execute in essumption, or in any way transfer, assign, or convey its obligations under this Mortgage and the Second Mortgage Note secured hereunder without the proper written consent of MORTGAGEE.
- 14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage and the Second Mortgage Note, the MORTGAGEE may require lummediate payment in full of all sums due under said instruments and the MORTGAGORS

shall be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures.

- 15. If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold or otherwise transferred for a period of five (5) years from the date hereof, then this SHIP Mortgage and the Second mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for five (5) years and is instead leased, subleased, conveyed or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGORS by virtue of the forgiveness and recapture provisions of the SHIP PAIN regulations in effect at the time of such default.
- 16. In the event a first mortgagee, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Second Mortgage Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any torce or effect and such persons shall take title free and clear of art such restrictive covenants and liens.

 17. This Mortgage shall be subordinate to a valid purchase money first mortgage that the property anything also begain or in the
- money first mortgage on the Property, anything else herein or in the Second Mortgage Note to the contrary notwithstanding.
- 18. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage (Tomore than one (1) exists.

 IN WITNESS WHEREOF, the MORTGAGORS have executed their hands and

seals on the day and year first above written.

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Alless Miller Mi	Print Namerous Jangue 2
Witness Witness	By: July Vargues Print Name: NINFA VAZGUEZ
STATE OF ELORIDA) COUNTY OF BEMINOLE)	
and	this 12 day of Rhaway, 2004, before the State and County aforesaid to take ared Wis Varguer and Minto Varguer who are personally known to me or who as identification and that they did
[NOTARY SEAL]	Notary Public signature
AWS/1pk 1/13/04 mortgage deed-vazquez	TIMA B. ALABAUCH MY COMMISSION F DD 084304 EXPIRIES: January 28, 2006 Usocket That Navey Public Underwriters

This document was prepared by: Amold W. Schneider, Esq. County Attorney's Office Seminole County Government 1101 East First Street Sanford, FL 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32773

This instrument is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to \$5,000,000 and 199.183(1), Florida Statutes (2003)

EXHIBIT "A"

SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM SHIP PROGRAM DEPERRED PAYMENT SECOND MORTGAGE PROMISSORY NOTE

PRINCIPAL AMOUNT:

TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)

DATED DATE:

ATE: Tebruary 13, 2004

MATURITY DATE:

February 13, 2009

RATE OF INTEREST:

ZERO PERCENT (0.00%) PER ANNUM

MAKERS:

HOLDER:

LUIS VARQUEZ AND NINFA VAZQUEZ 101 B. Altamonte Drive, Apt. 1714 Altamonte Springs, Florida 32701

SEMINOLE COUNTY GOVERNMENT 1101 East First Street Sanford, Plorida 2771

1. FOR VALUE RECEIVED, MAKERS of omise to pay to the order of the HOLDER the sum of TEN THOUSAND AND MON100 DOLLARS (\$10,000.00) on February 13, 2009, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, of all such other place as the HOLDER may designate in writing.

2. This Second Mortgage Note (the Worter) is secured by that certain Mortgage of even date herewith given by MAKERS on certain real property, the mailing address of which is 175 can Gabriel Street, Winter Springs, Florida 32708 and legally described as follows:

5 × N+26

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 34-20-30-534-0000-0140

(the "Property").

Said security interest enjoyed by this Note shall be junior, and subordinate in all respects to a valid, purchase money first mortgage lien on the property.

- If the MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP PLAN regulations in force at the time of said event of default.
- MAKERS shall use the proceeds of this Note only for the purposes of downparment assistance of the Property in the manner as represented to the Mortgages. Failure of MAKERS to use the Note proceeds in said fastion shall be an event of default hereunder and under the Mortgage.
 - An event of Gefault shall include the following:
- (a) Failure to use the Note proceeds in accordance with paragraph
- (b) Failure to pay the numcipal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property Ms rented, leased, subleased, sold, payment at the time the Property is rented, leased, subleased, sold, transferred, or conveyed or matter otherwise cease to occupy the Property as their residence prior to the maturity date, or the expiration of the five (5) year introductive Period, as defined in the SHIP PLAN Regulations or applicable statutes, unless the obligation shall have been otherwise formiven or satisfied.
- (c) The sale, transfer, conveyable or refinancing of the subject home and real property, within time (5) years of execution of this Note, by MAKERS or MAKERS' successors.
- (d) Leasing or renting of the property within five (5) years of the date of execution of this Note and the Mortgage securing it.
- (e) The destruction or abandonment of (the) improvements on the subject Property by MAKERS or their successors.
- (f) Failure to pay applicable property taxes on the Property and improvements.

- (g) Failure to maintain adequate hazard insurance on the Property and improvements.
- (h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.
- (i) Failure to comply with the terms of the first mortgage on the Property.
- The unpaid principal amount of this Note shall be reduced to zero (1) on February 13, 2009 or such other date as may be allowed by applicable regulations or governing statutes, provided that the MAKERS tave met all the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.
- 7. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKERS.
- 8. MAKERS waive hemand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold them liable as makers and encorsers hereof.
- 9. MAKERS agree pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.
- 10. This Note shall be constructed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.
- 11. Whenever used herein the term "MOLDER" or "MAKERS" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKERS have signed and sealed this instrument on the day and year as set forth below.

0.70.1.1	
Witness Walky	By: (The / 1/12/1/12)
V TINA B. ALABAUGH	Print Name: NAME: 1/419002
Witness	Date: 2/17/04
Miners WML	By: Your la gear
Jun magameth	Print Name: NINFA VALGUE 2
Witness VI	Date: 2(2(14
STATE OF FLORIDA) COUNTY OF SEMINOLE)	
before me, an officer duly auth	this had day of the county aforesaid ally appeared who are personally known to me or who likely as identification and
that they did take an oath.	l o Poly
[NOTARY SEAL]	Notary Public signature
AWS/lpk)
1/13/04 mortgage note-vazquez	TNA B. ALABAUCH MY COLAMISSION & DD 68430M EXPIRES, January 26, 2006 from out the nives of the Modernetze
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Dr. Barla.	By: Jun MAZ NOZ
Witness	1 / /
TINA B. ALABAUGH	Print Name: Name: 15 /429002
Witness	Date: 2(13(04
Juja min	By: Jungo Vagaca-
Unital matter with the same of	Print Name: WINFA VALGUE 2
E P	Date:
STATE OF FLORIDA)	
COUNTY OF SEMINORE)	
I HEREBY CERTIFY that, on before me, an officer duly auth	orized in the State and County aforesaid
and Vika Vertiles	who are personally known to me or who
that they did take an oath.	itely as identification and
[NOTARY SEAL]	Notary Public signature
AWS/lpk 1/13/04	TINA B. ALABAUGH
mortgage note-vazquez	TINA B. ALABAUCH MY COLAMISCON B DD 06/304 EXPIRES January 26, 2006 Indian of Printing Policy Indianating

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 5, 2000, and recorded in Official Records Book 3936, Pages 0205 through and including 0209, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated October 5, 2000, and recorded in the Official Records Book 3936, Pages 0210 through and including 0212, Public Records of Seminole County, Florida, which encumbered the property located at 211 Golden Days Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 7, BLOCK G, CASSELBERRY HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 37 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 08-21-30-508-0G00-0070

(the "Property,") were made by **Suzanne L. Bagley,** a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

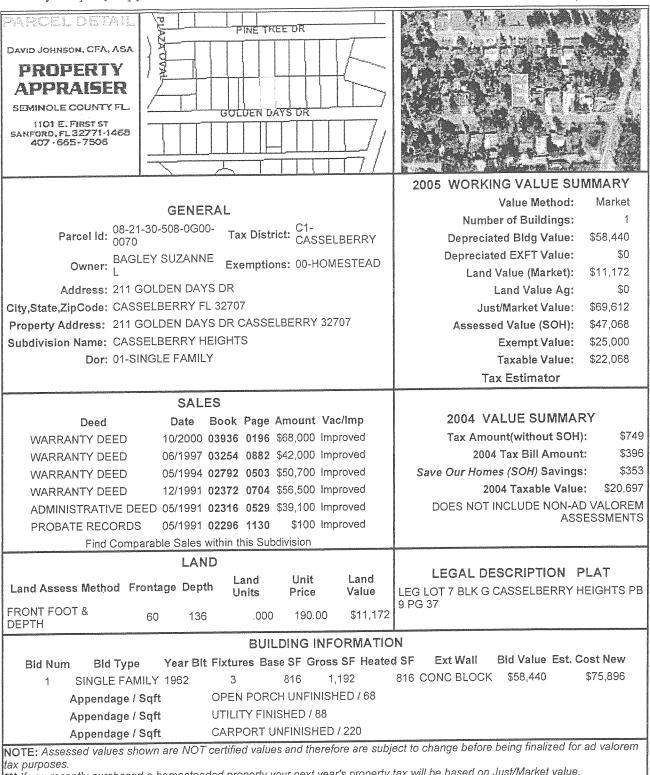
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 29, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

-	uit Court to cancel the same of record
IN WITNESS WHEREOF, Semin be executed this day of	ole County has caused these presents
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:CARLTON HENLEY, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney AS/lpk 4/7/05 Satisfaction-Suzanne Bagley	



*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC. MAITLAND, FL. **ESCROW ACCOUNT** 63-1481-631 PH. 407-629-7804 2699 LEE ROAD, SUITE 475 No. 062010 WINTER PARK, FLORIDA 32789 DATE File: 17143 Five thousand and outloo bollars PAY 03/29/05 5++5,000.00 TO THE ORDER OF · WP **AUTHORIZED SIGNATURE** "O62010" 1:063114810: "6559496"

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC. NO. ESCROW ACCOUNT

062010

Guage Daenindarseldan. ; ywonnt: 2**2'000'00

Check No.: 062010

Order Number: 17143

Harri 1.05 Mesesiphica

PAYOFF SHIPP

Property Address: 211 GOLDEN DAYS DR CASSELBERRY FL 32707

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Fireway . - GIEZZETYF I. FERFER

R. S. F. R., 572 . R. 5,000000 W.

Seminole County Honeowietstip

Assistance Program

Second Mortgage Deed

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, herewith (\$5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of sells, aliens, aliens

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, is sues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lewful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECODDING RETURN TO:
S.H.LP. YOMEOWNEESHIP
ASSISTANCE PROGRAM ATTN: CHERLYIGHT
290 N. WESTMONTE DR. STEMSTA
ALTAMONTE SPOS. FL 22744

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OFFICIAL RECORDS

BOOK

OFFICIAL RECORDS

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Noteting Property Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien ioreolosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first rafusal on the land as described in Exhibit "A."

UNIVERSITE ELECTION

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Finrida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Fallure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

OFFICIAL RETORDE BOOK PLACE

Provided that, as settled in the Second Mortgage Note attached hereto as Exhibit "B" no payments thall be required entitle Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Five Thousand Dollars and 00/100(\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Comments of the second second

these presents the day and their instrument	A E & Professor p p
	5 unione L. Basson
Cloride Clients	Print Name: Suzenne L. Bagley
Print Name: O Williams & Williams	211 GOLDEN DAYS DR.
Supering 1 & 100 amount	CASSMLONANY, PL 32707
Fried North A	Print Name:
Bring Name:	
Print Name: WILLIAM C. BUCMARK	Print Name:
Print Name:	Print Name:
A KANDE D COMPANION	

3 of 5

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SEMENCE CO.FL

STATE OF FLORIDA COUNTY OF SEMINOLE

COUNTY OF SEMINOLE
I HEREBY CERTIFY that on this 5th day of october 200
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared <u>suzame L. MACEY. A STACE Pres</u> and, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me of have produced
did not take an oath.
WITNESS my hand and official seal in the County and State last aforesaid.
S wend Ten
Name: Wally & Zitalek Notary Public
Serial Number
Commission Expires:
Named C Tables
My Commission CC28884-3
Express November 19 2000
CV2
v (P)
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4 of 5

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GEFFICIAL RECORDS

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7. BLOCK G. CASSELBERRY BEIGHTS. ACCORDING TO THE FLAT THEETOP AS RECORDED IN PLAT BOOK 9, PAGE 37, OF THE PUBLIC ENCORDS OF SPRINGLE COURTS. MARRIDA.

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Seminale County Homeownership

Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

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A SACOLIBLE.	es non on	_
AMOUNT:	\$5,000.00	Secretary and the second secon

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS

2026-021

THIS MORTGAGE IS GIVEN TO SEMINGEEFL COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.L.P. HOMEOWNERHSIP

ASSISTANCE PROGRAM
ATTN: CHERI WIGHT

230 N. WESTMONTE DR., STE#1974

ALTAMONTE SPGS, FL 12714

۽ ٻ بي پين

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Morlgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable properly taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Dead of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

BOOK CLAL RECORDS

Each person liable hereon whether maker or enforcer weight waives persentment, protest, notice of protest and notice of dishonor affectings to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Welliam C. Burmark Print Name: Welliam C. Burmark Print Name: Welliam C. Burmark	Sumum 4. Backey Print Name: Suzanne L. Bagley 211 COLDEN DAYS DR. CASSELBERKE, EL 32707 Print Name:
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMENTIFIE OF ANCE	
to take acknowledgments, personally are and, who acknowledge before me that he/she/they to me or have produced	e State atoresaid and in the County 2101esaid opeared SUZANNE L. BAGLEY. A SUBPLE PERSON of executed the foregoing instrument and who executed the same and are personally known as identification and who did!
WITNESS my hand and official seal in	the County and State lest aforesaid.
K S	lame: lotary Public lerial Number commission Expires:
	3 of 3 & File & English 15 2020

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 31, 2003, and recorded in Official Records Book 04794, Pages 1181 through and including 1184, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FIVE HUNDRED FOURTEEN AND 64/100 DOLLARS (\$9,514.64) (the "Note"), dated March 31, 2003, and recorded in the Official Records Book 04794, Pages 1185 through and including 1191, Public Records of Seminole County, Florida, which encumbered the property located at 109 Laguna Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 54, BLOCK 4, HIDDEN LAKE PHASE II, UNIT I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 15, 16 AND 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-20-30-503-0400-0540

(the "Property,") were made by **Joseph E. Nedley**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the five (5) year period; and

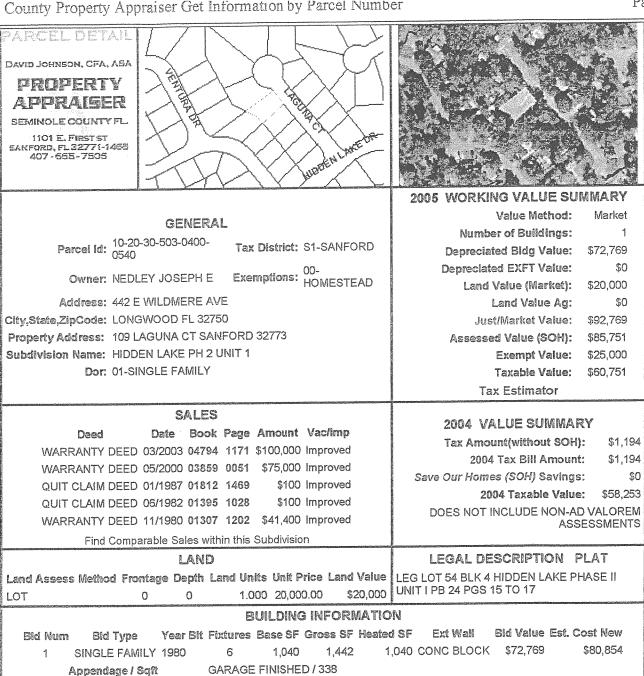
WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND FIVE HUNDRED FOURTEEN AND 64/100 DOLLARS (\$9,514.64), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 31, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

hereby direct the Clerk of Ci	roult court to cancel the same of record.
IN WITNESS WHEREOF, Semble executed this day of	inole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By: CARLTON HENLEY, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney AS/lpk 4/7/05 Satisfaction-Joseph Nedley	



OPEN PORCH FINISHED / 64 Appendage / Sqft

NOTE; Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem

fif you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

Bank of America 101 E. Kennedy Blvd, 5th Floor Tampa, FL 33602

185006903

3733 Lake Emma Rd. Lake Mary, Florida 32746 FILE# 150050064-BM DATE 3/31/2005

(407) 805-8861

PAY

Nine Thousand Five Hundred Fourteen and 64 /100

\$9,514.64

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE TRUST ACCOUNT TO THE 1101 E. 1ST STREET, SUITE 3301 ORDER OF

SANFORD FL 32771

MEMO

Void after 90 days

185006903#* #:063000047#: 005487624457#

150050064-BM

Ref:

109 LAGUNA COURT, SANFORD, FL 32773

3/31/2005

185006903

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELOPMEN 9514.64

33.60 33.60

(Whenever used herein the terms of "Mongagor" and "Mongagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note"

include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the gate sum named in the SHIP Mortgage Note of even date herewith (\$9,514.64), hereinafter aggregate sum named in the SHIP Mortgage Note of even date herewith (\$9,514.64), hereinafter described, the Mortgage Thereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County Plorida, viz.: situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in a specific profits the same of the sam fee simple.

AND the Mortgagor covenants with the Mortgagor is indefeasibly seized of said 2 land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants a the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumprances except:

A purchase money First Mortgage approved by Mortgage.

ANY DEFAULT in any mortgage, note, or lien of vecerd, including, but not limited to the SHIPBS and the First Mortgage approved begain and the First Mortgage approved begain and the First Mortgage approved by Mortgage.

Mortgage and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of B first refusal on the land as described in Exhibit "A." AM RECO

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX ON DOCUMENTS TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instructiont was prepared by: AFTER RECORDING RETURN TO: SEMINOLE COUNTY -CDBG 1101 E. FIRST STREET SANFORD, EL-82774

FILE NUM 2003068780

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain SHIP Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

*FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this SHIP Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this SHIP Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Montgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and SHIP Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said languer the improvement thereon at any time; to pay all costs, charges, and expenses, including afterney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this SHIP Mortgage, or either; to perform, comply with and abise by each and every of the agreements, stipulations, conditions and covenants of said note and the SHIP Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment) insurance premium or other sum of money payable by virtue of said note and this SHIP Mortgage or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose of any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this SHIP Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this SHIP Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this SHIP Mortgage accrued or thereafter accruing.

Provided that, as set forth in the SHIP Note attached hereto as Exhibit "B" no payments shall be required on the SHIP Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented leased or subleased for Five (5) years then this SHIP Mortgage shall be forgiven in full and a felease filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SHIP MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Nine Thousand Five Hundred Fourteen and 64/100 (59) 514.64) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

- Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- Failure to pay applicable property taxes on subject property and improvements.
- 4. Failure to maistain adequate hazard insurance on subject property and improvements.
- 5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
- 6. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEPAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying SHIP Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, bereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

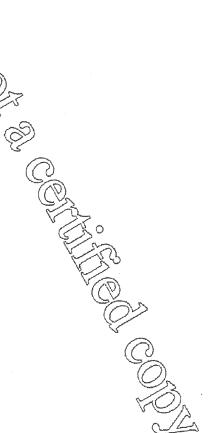
In the event of foreclosure, County reserves the right of first refusal on the property.

SOH

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 54 Block 4, Hidden Lakes, phase 2 Unit 1, Plat Book 24, Pages 15-17, Of Public Records of Seminole County, Florida



EN

Seminole County Homeownership Assistance Program EXHIBIT "B" SHIP NOTE

AMOUNT:	\$9,514.64	_ Date: _	3/31/03		
manner herein (\$9,514.64). to the County hereafter be of Mortgage sections.	JE RECEIVED, the undersity county ("The County"), a mafter specified, the sum of the said principal shall be at 1101 East First Street designated by written noticuring same shall be for a pend accompanying Mortgage.	political subdi f Nine Thous payable in law t Sanford, FI e from the ho priod of Five (5	vision of the Sa cand Five Hunc ful money of the lorida 32771, or lider to the mak) vears, beginning	ite of Florida, or order, the fourteen and 64/10 and 64/10 and fourteen and 64/10 and fourteen at such a place as maker hereof. This Note and on the date of executions on the date of executions.	ne 00 ca ay id
A. If a defa	ault of the Prost Mortgage oc	curs, the SHIF	' Note shall be d	lue and payable in full.	
perman conditio property	ment shall be required dently forgiven Five (5) years on of default has (courred. y is not sold, leased trans of at least Five (5) years after	s after the date This provision ferred or refina	e of the execution of the original	on of this Note provided no hat the subject home and	o d
purchas available	roperty is sold, leased ta e, the full payment shall be a forgiveness as set forth in at the time of default.	e due on sak	e, lease, transfe	er or refinancing less and	.,
This Note incor described prop	rporates, and is incorporate erty.	d into the SH	IP Mortgage of e	even date on the following	}
	E EXHIBIT "A" ATTACHED	HERETO AN	B INCORPORA	TED HEREIN	
<u>DEFAULT</u>		\(\frac{1}{2}\)	>		
The maker of the condition of the condit	nis Note or its successors shions:	nall be in detail	il upon occurrer	nce of ane or more of the	
ND IS EXEMPT PERSONAL PROPURSUANT TO	EIS GIVEN TO SEMINOLE COL FROM PAYMENT OF INTANG DPERTY TAX ON DOCUME O SECTIONS 420.513(1) RIDA STATUTES	IBLE AF INTS SEP AND 110	S INSTUMENT WAS PITTER RECORDING WINOLE COUNTY. 1 E. FIRST STREE FORD, FL 32711	RETURN TO: - CDBG	•

FILE NUM 2003068780 OR BOOK 04794 PAG

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his SHIP Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of the SHIP Mortgage shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

Mortgage, the provision as set forth in said First Note or First mortgage shall govern.
IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.
Signature Witness: Signature of Mortgagore
7.1
Print Name: Joseph E. Nedley 109 Laquam Ct SanFord, F1- 32773
Signature Witness Mortgagor Signature :
Skerry Ham, den S Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE
HEREBY CERTIFY that on this 33 st tay March 2003 before me, an officer duly authorized in the State aforesaid and in the County eleresaid to take acknowledgments, personally appeared 10SEPH E. NEDLEY A Single Man to executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced
current drivers license as Identification and who driving not take an oath. WITNESS my hand and official seal in the County and State last afteresaid.
With Edd my hand and onicial sear in the County and Store last aleresard.
Name: Nobery Public () Hamilton
Sérial Number
Commission Expires:
Os a la company de la comp

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Wittness Signature: Mortgagor Signature Joseph E. Nedley 109 LAGUNA CT SANFORD FIL 32713 Mortgagor Signature: Stonethre Witness Print Name: STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 31st day of March 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared to the county aforesaid to take acknowledgments. JOSEPH E. NEDLEY. A Single Man who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced current drivers. License as identification and who did/ did not take an oatri WITNESS my hand and official seal in the County and State last aforesaid. Name: Dublic Serial Wumber Commission Expires: SHERRY HAMILTON

MY COMMISSION & CC 864836

EXPIRES: September 8, 2003

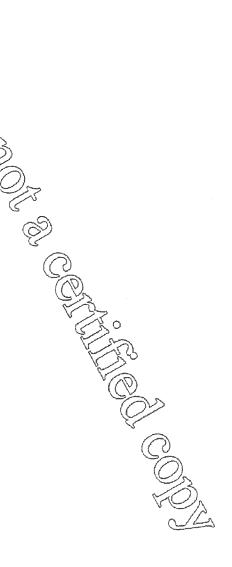
Consided Trus Noticey Public Unconnectors

EXHIBIT "B"

Legal Description

Loan Number: 8102450

LOT 54, BLOCK 4, HIDDEN LAKE PHASE II, UNIT I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 15-17, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



Laser Forms Inc. (BOO) 446-3565 LFI #Extribit B

Seminole County Homeownership Assistance Program EXHIBIT "B"

SHIP NOTE

AMOUNT: \$9,514.64	Date: _	3/31/03	
FOR VALUE RECEIVED, the undersign pay Seminole equity ("The County"), a programment hereinafter specified, the sum of (\$9,514.64). The said principal shall be pay to the County at 1161 East First Street hereafter be designated by written notice Mortgage securing same shall be for a period this Note and accompanying Mortgage. Manner: A. If a default of the Riest Mortgage occurred	olitical subdi Nine Thous ayable in law Sanford, Fi from the ho od of Five (5 Repayment of urs, the SHIF	ivision of the Sate of Fand Five Hundred For ful money of the United lorida 32771, or at such lorida 32771, or at such	lorida, or order, the purteen and 64/100 d States of America ch a place as may eof. This Note and ne date of execution lace in the following payable in full.
B. No payment shall be required dul permanently forgiven kive (5) years a condition of default has (occurred. I property is not sold, leased transfer period of at least Five (5) years after	after the date This provisio med or refin	e of the execution of thing shall ensure that the anced and remains ow	is Note provided no
C. If the property is sold, lease Crans purchase, the full payment shall be available forgiveness as set forth in a line effect at the time of default.	due on sal	e. lease, transfer or re	financing lace any
This Note incorporates, and is incorporated described property.	into the SH	IP Mortgage of even da	ite on the following
SEE EXHIBIT "A" ATTACHED H	IERETO AN	D INCORPORATED HE	EREIN
DEFAULT	12	>	
The maker of this Note or its successors sha ollowing conditions:	Il be in detail	upon occurrence of o	ne or more of the
		7	
THIS MORTGAGE IS GIVEN TO SEMINOLE COUN IND IS EXEMPT FROM PAYMENT OF INTANGIB PERSONAL PROPERTY TAX ON DOCUMEN' PURSUANT TO SECTIONS 420.513(1) AI 99.185(1)(d), FLORIDA STATUTES	TS SEI	s instrument was prepared by TER RECORDING RETURN MINOLE COUNTY - CDBG 1 E. FIRST STREET NFORD, FL 32771	y: 1 TO:
		0/4	

FILE NUM 2003068780 OR BOOK 04794 PAGE 1190

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

- Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- Failure topay applicable property taxes on subject property and improvements.
- 4. Failure for maintain adequate hazard insurance on subject property and improvements.
- 5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
- 6. Failure to composite with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying SHIP Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be constitued and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Flote or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property.

A A

IN WITNESS WHEREOF, the said	Mortgagor has hereunto signed and sealed these presents
the day and year first above written.	
•	
X1/1/hotson	look to little
Withess Signature:	Mortgager-Stgnature:
X. NIENLISCH	
2)	100/00/14/14
	Joseph E. Nedley 109 2019000 C
	Joseph E. Nedley 109 LAGUNA Ct SANFORD, FT- 32773
Witness Print Name:	
105	Mortgagor Signature :
Witness Stanature:	
Charles The Soft	
Sherry HABINION	
Witness Print Name:	
STATE OF FLORIDA	
COUNTY OF SEMINOLE	
W 21.	t day of Worsh 2003 before me an officer duly
authorized in the State aforesaid and in the	t day of March , 2003 before me, an officer duly a County aforesaid to take acknowledgments, personally appeared
JOSEPH E. NEDLEY A Single Manwiro exe	cyled the foregoing instrument and who acknowledge before me that ally known to me or have produced current drivers as
identification and who did/ did not take an oath.	ally known to me or have producedas
~	District of the second
WITNESS my hand and official seal in the C	come and state last andresald.
	Name) Society Hamilton
	Notaci Public
	Serial Number
	Commission Expires: SHERRY HAMILTON
	EXPIRES SPINING 18 COORS Bornbert Problem 12 COORS Bornbert Throw National Problem Under writing
	1000
	C.
	(O)
	Co
	$(C \cup C)$

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 12, 1997, and recorded in Official Records Book 3298, Pages 0540 through and including 0544, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated September 12, 1997, and recorded in the Official Records Book 3298, Pages 0545 through and including 0547, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 27, 1997, recorded in Official Records Book 3298, Pages 0548 through and including 0550, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2160 Eola Court, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 25, CANTERBURY COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGES 96, 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 27-21-31-516-0000-0250

(the "Property,") were made by Marc L. Mitchell, Jr. and Michelle R. Mitchell, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771: and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

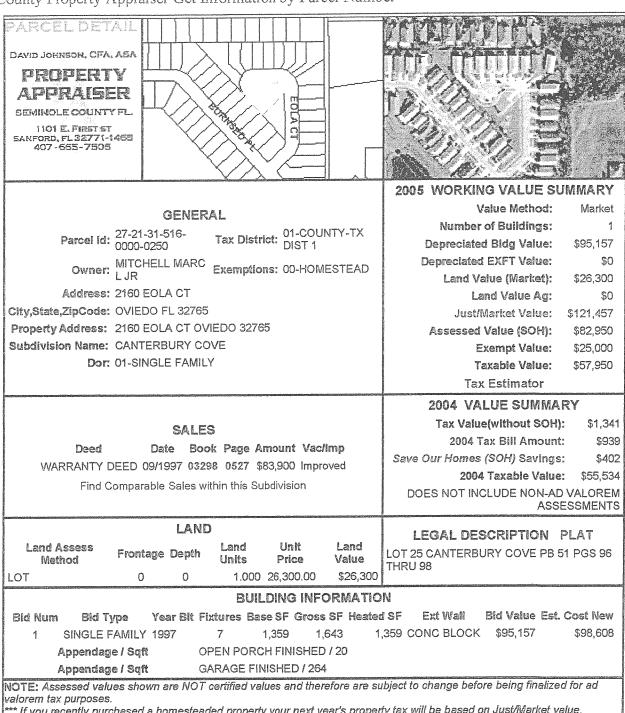
WHEREAS, the Owners did maintain the Property as their residence for at least ten seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

Ballic OI ICOOLA.	
IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 4/7/05 Satisfaction-Marc & Michelle Mitchell	



** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

1. 3 FM 50

Seminals County Homeownesship Assistance Program

Second Mortgage Deed

Miles morriod W C-N

SECOND MORTGAGE DEED in hereby made and entered into the in 199_1 by and between Marc L. Wilshell Iri. a. day of netember né bimbiofor referred to és "Morreagor" and Saminale County, a political

eubdividual of the State of Florida, whose eddress is 1101 East First State. Senford.

PAND NICHELLE 2.

Flurida 2277 Incremater referred to as the "Morreages." IELLE B. WHITELL. HUSBAND AND WIFE (Wildensver used ferrois the terms of "Morreages.") "Mortguer" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and variance of individuals and the suscessors and assigns of computations, and the term "sole" include in all the notes ha "note" include in all the mate berein described if many than one enious.)

for good and valuable consideration, and also in consideration of the officery win named in the Second Moragego Note of even date herewith (\$3,580.00). Territoflar described, the Mortgagor hereby greats, burgains, cells, pliens, premises, conservand confirms unto the Mortgages all the certain land of which the Mortgegor is now seject and in possession situated in Seminole County. Floride, vie.:

see exhibit "A" attacked hereto and incorporated herein

TO HAVE AND TO HOLD THE TO HAVE AND TO HOLD THE TAME, together with the tenements, hereditaments and apparentances thereto belonging and like reme, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Montgogor coverance with the Montgogor that the Montgogor is indetensibly reized of said land in fee simple; that the Montgogor has good right and lowful authority to convey said land as aforesaid; that the Montgogor will make such further externaces to perfect the fee simple title to said land in the Montgages as may reasonably be required: that the Mortgagor bereby full warrake projuic to sold land and will defend the some against the lawful claims of all persons whenever; and that sold land is free land clear of all encumbrances except:

A valid purchase maney Piral Mungage approved hy Mudgages.

THIS MURTGARE IR CIVIN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANCIBLE PERSONAL PROPERTY TAX AND DECUMENTARY STAMP EXCISE TAX ON IXX (IMENTS PURSUANT TO SHITHING CAISING AND IN IEXTED. FLOMEDA STATUTES

Diperforcement was proposed by: APPER DE VISIONE DESTRUMTO. ERSEASONE ASSESSMENT IN CONTRACTOR SELECTION SELECTION es a very as as CARROLLE VIN

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ANY DEPAULT in any manager bots, or lies of resort, including, but not limited to the Second Horsege How and the First Horsease approved barely, their considers a default under this instrument. The institution of a mortgage or lies foreclosure legal proceeding chall be one bank evaborizing the Mortgages to declare a default. In the event of forecleans, the Marigague reserves the right of first reflect on the land to described in Eublidic "A."

PROVIDED ALWAYS, that said Mortgagor shall pay was said Mortgagos tha consin second Marience Not berelienter expotentially copied or identified, w-wis:

EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND THE Monteagor shall perform, comply with and abide by each and every of the agreement. Appulations, conditions and coverants therein and of this Second Mortgage, and 16-all, then this Mortgage and the entite bereby creeted, shall enem, determine and he hall and will.

AND the Michigan hereby further coverance and agrees to pay promptly when due the principal and impost and other sums of money provided for in said now and Second Mongago. Angider: to pay all and singular the takes, assessments, levies, liabilities, obligations of every nature on said property to permit, commit or suffer no wells beginness or descriptation of said land or the improvement thereon at any time; to pay ablicases, charges, and expenses, including attorney's feet and title searches, reasonably incurred or paid by the Mortgapes because of the failure of the Mortgegot to promptioned fully comply with the agreement. stipulations. conditions and covenants of his fiste and this Second Murigage, or either; to perform. comply with and abide by each and every of the agreements, supulations, conditions and curamens of said note and the decord Mortgage, or other. In the event the Morgagor fails to pay when due brown autonomen, incurence promium or other cum of money payable by virue of soid less and this Second Morgago, or either, the Morgagos may pay the came, without software or affecting the option to foreclase or any wher right hereunder, and all alth privileges shall beer interest from the date thereof at the highest lawful rate then alleged by the laws of State of Florida.

If each and every one of the agreements stipplishum, conditions and coverents of said more and this Second Mortgage, are not fully performed, compiled with and attribut by then the online win mentioned in sold note, which second Mangage, or the entire halance unpold thereon, shall forthwith or the halance unpold thereon, shall forthwith or the halance. became and he due and payable, anything in ship day or herein to the contrary mewithstending. Follow by the Mongagos to separas any of the rights or officials haroin provided shall an conscious a waiver of any right-ac options under said have or this Sound Mortgoge across or thereafter extraing.

Provided that, as est forth in the Secret Mortgage Nicht aphibited hereto as Kahibit "H" no payments shall be required on the Sourced Montgage to food on the load remains occupied by the Mangagan, and said land is not will, beauty,

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D/ROATE 的细胞病 布伊

Should the land remain owner-occupied and and he reased, based or authorized for hea (10) years then this Second Infortance shall be forgiven in full and a release filed in the public records of Semisole County, Florida. Should this eforecognished provinting be violated, a default shall be declared, and the easter employ term of management are due; and payable. The full amount of the second mortgage shall be due; on sale, lease, if the sale, lease, transfer or refinancing occurs. On sale, lease, if the sale, lease, transfer or refinancing occurs. A. Mire-bundred delibers and 60/100(25.500.60) to Montages in full, ions any evaluate yangivenous as provided in the recepture provident of the Federal regulations in thisse since of default.

The Mangage shall be subordiness to a valle purchase massay First Mortgage on this land fulfact to the notification and approval of Moranges.

IN WITHERS WHEREOF, the said Mortgager has here upon signed and scaled

these presents the bis and year first above writte	ill
LATE D	-4-17 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Print Name: Awy Min.	Prim Name: Marc L. Minchell Jr.
Tim m Valiant	x Michelle H Mitchell
Prim Nume:	Princ Name: Michelle A. Hitchell
Print Name:	Print Henry:
	· · · · · · · · · · · · · · · · · · ·
Prim Name:	Str News:
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KEL HILLE

Edu , UN

STATE OF FLORIDA COUNTY OF SEMINOLE
I HEREBY CENTIFY the on the little day of apprendix
before me, an officer duly authorized in the State aforesaid and in the County aforesaid (C co
to take astrowindements, personally appeared MARC L. MITCHELL, AB and MICHELLE R. MITCHELL , who executed the foregoing increment and who.
acknowledge before me that he/she/they executed the sense and are personally known
to any profession and who did o
did for the count.
Will field any head and official wal in the Coney and State last afterceld.
· · ·
Notary Public
Serial Number
Commission Expires.
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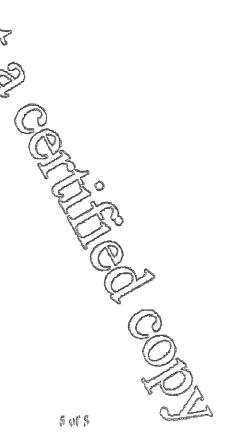
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RYMINIT -A-

LEGAL DESCRIPTION

LOT 25 CARTERBURY COVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 51 PEGES 06, 97 AMB 98, FUELIC RECORDE OF SENENCLE COUNTY, PLOREDA.



iliyel iliyel

AYK, 4. 2005 11:49AM KEL IIILE

NO. 063 P. 6/9

Seminale County Homocowanibly Assistance Program

EXTERT "8" APKOND MORTGAGE NOTE

\$3,500,00 LUE RECEIVED, the understand (jointly and severally, if more than one) provides Proy Seminole County ("The County"), a political subdivision of the Sele of Florible of retar, the manus herelactor specified, the sum officer-discussed, fivebranded digitate & NO/100 (63,500,00). The sold principal shall be payable in lawful money of the Alphaed Susses of America to the County at 1101 East Pirol Street Sanford. Florida JETT for at such a place as may hereafter be designated by written notice from the holder living quaker hereof. This Note and Mortgage securing same shall be for a period of teq_(D) years, beginning on the dese of execution of this Nove and Various. Repayment of this Note abell take place in the following excommanying A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be dut and payable intel frighted during the term of this Note, and this debt shall be B. No payment shalf-the permanently firegiven ich (10) years after the date of the execution of this Note

the subject home and projectly is not sold. leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C If the property is sold, leased, improferred or refinanced prior to ten(10) years after the purchase, the full plument shall be due on take, lease, transfer or refinancing less any available for provinces are forth in the recepture provinces.

provided no condition of default has occurred. This providen shall ensure that

of the Federal Regulations in effect, and the time of default.

This New Incorporates, and is incorporated into the Second Mongago Dead of even date on the following described property.

SEK EXHIBIT - A" A'TTACHED HEREDORND INCORPORATED HEREIN

DEVALUET

The maker of this More or its successors shall be in definit upon occurrence of one or news of the following consistions:

E. 200 A

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(**) (**)

K' 4' 5002 11:48 W KEC ITTE

NU, 005 P. 1/9

This mortgage is given to seminole County and is exempt from payment OF INTANGELE PERSONAL PROPERTY TAX AND DXCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTION 420,513(1) AND 199,165(1)(1). FLERIDA STATUTES

This lesistations was proposed by: *att* e en prov 1

6.1

CASSELDEDEN. M

- 1. The pile, inceser or reflected of the subject bosse and real property, within ten Apact-of execution of this Note, by maker or maker's successions,
- 2. Leaking Directing of the property within ten (10) years of the date of execution Trive and Second Monaces.
- 3. The designature abandonment of the home on the subject property by maker or maker's subject across re.
- 4. Failure to pay auxiliable property takes on outliest property and improvements.
- S. Feliure to mailibility edeceute hazard lagurance on publical property and improvements.
- 6. Falme to comply with the terms and conditions of the eccompanying Second Mongage Doed of even for
- 7. Fellune to comply with the tenge and conditions of the Pirst Menagge securing the property.

CONSPOLIENCE OF DEFAULT

The occurrence of a default as set forth the simpleyer shall cause an accoleration of the remaining ungoid principal balance evidences bergliniard recoved by an ecompanying Secured Mortgage of even date, and the entire providing unpaid balance shall be due in full immediately, less any available forgivenest of provided in the recepture providings of the Federal regulations in effect at the time of testigals.

HISCRILANEOUS PROVISIONS

This Second Mangage shall be subardinate to a First Martage as approved by the CHIRITY.

This Hose is excured by a Mongage in real estate, in even Lag-Levewith, made by the maker in favor of the sold holder, and shall be consumed and pullified according to the lows of the State of Florida. The terms of said Mortgeet are by Marriemen made a pert herow.

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KEL IIILE

Rest person liable betten whicher maker or enforcer, berefy welves percentages. photon, notice of protest and notice of distance and agreem to pay all costs, including resonable accreey's less, whether cut he brought or eat, if, efter meanly of this Note or default because, or under said Mortgage, coursed shall be completed to collect this Note or to protect the eccurity of sold Morteage. Whenever used borein the torm "holder", "maker" or "payer" thould be consumed in the singular de phural as the content may require at minute. in the evolute forestower. County receives the right of first reduced on the property. PARTS WHIREOF, the cold Mongagor has borounts alened and exclud them Car and year first above written. Print Name: Print Name: Marc L. Mitchell Jr. Print Home: Richelle A. Ritchell H ener's Princ Name: Prior Name: Print Mante:

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day of the there were helive use, an officer duly authorized in the stell divident on the Court afreesis MARC L. NITCHELL, JR. in take acknowledgments, personally approprie and <u>Nichelle B. Kinnell</u> who menumen galageral all belight for the extraordige before me that he/she/sher executed the name and are paramally become to me or have produced between a license and as identification and as Warelfication and who dist did my take an oath.

Print Name:

WITHESS my band and official real in the Creen/bea for lost coverabl.

> Name: Newary Public Script Number Commission Ex

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August Onance, Ft. 32301 - 2992

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A.M.

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SEKINOLE COUNTY HOWIN PROGRAM HOMEBUYER PROORAM ASSISTANCE AGREEMENT

Applicanto: NARC L. HITCHELL, JR and Michalle Mitchell 4 Property Address: 2160 BOLA COURT OFIEMO, PL 32765 1944 day of REPTIMBER Agreement is statemed into the ... 1927 by and beneder aty, a political subdivision of the State of Piorida, whose address is 1101 East Pirat Street, Sautord, Florida, 32771 (bereinafter "COUNTY") and MARC L. MITCHELL, JR and Michelle Kitchelt/husband & wife (bereinsther "HOMEBUYER"). WITHESSETH: I. USE OF HOME FUNDS WHEREAS, SAN COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 490, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD") (a) be expended in accordance with HOME Investment Partnership Acta (42 U.S.C. 12701 et seq.), as amagicad by the Housing and Community Development Act of 1992 and the Multifaratly Property Disposition ReformSAct of 1994; and WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuvers with downpayment, closing court and/or interest rate buy-down assistance through its subrecipions organization hereby known as Orester Seminole County Chamber of Commerce and most the requirements as set forth in 2XCER Page 92 as amended or waived by HUD. AFPORDABILITY The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events eccurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankrupscy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence (or(A) the burrower dies, or if a married couple, the survivor 3. REPAYMENTS The COUNTY shall provide a Deferred Payment toep in an amount up to \$3,500,00 the first of the following events occurs: (1) borrows: sells, (gansfers or dispuses of the assisted unit (by, including but not limited to, tale, transfer, bankrupley or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrows (size, or 1) married couple, the survivor dies. 4. UNIPORM ADMINISTRATIVE REQUIREMENT Not applicable as the HOMEBUYER is not a subseciple par applie recipient. 5. PROJECT REQUIREMENT THE A DESCRIPTION The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 14 CFR Part 92 Subpart F., as follows: (a) The HOMEBUYER(s) have certified that the property shall be attributed their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with applicatingents for family size (b) The property is located within the geographical areas of Semisole County. Florida and has an after rehabilitation or construction appraised value equal to or less than alternatively percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Per Veraneur Veranger gen

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erry team and bottomerson "... reace, during the term of affortability.

.6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section & Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has been added at the code of the COUNTY and the code of the COUNTY that is the code of the

 OTHER PROGRAM REQUIREMENT 	7.	OTHER	PROGRAM	REQUIREMENT
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7.	OTHER PROGRAM REQUIREMENTS						
The Remeaware shall comply with all applicable Pederal laws and regulations as described in HUI guidelines at M CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are position.							
		Egilal opportunity and fair housies	O Applicable	(3º Not Applicable (one walt)			
	b) Y	Bayleboarental review	O Applicable	Mot Applicable			
	c)	bispispement, relocation and acquisition					
		occurred purposes to Pederal rules).	chereless so disp	*			
		Applicable (Activity is downpayment, purchase of an existing unit. Appropri provided/executed equiring that property been voluntarily displaced by choice.	ate notices bave i	been leased. Certification has been			
	d	Lead paint					
		O Applicable (Home built pror to 1971 evaluated for lead-based paint existence.)	i. Lead-based pas	int notice has been provided and unit			
		(Unit healt doring or a	fter 1978.)				
	e)	Conflict of Interest - no conflict found					
	n	Disbarment and suspension - not applicable	ic.				
	g)	Flood insurance					
	h)	Executive Order 12372 - not applicable)				
Ħ.	R. AFFIRMATIVE MARKETING						
	Not applicable due to the nature of the activity (HOMEBLIVER program).						
9.	9. CONDITIONS FOR RELIGIOUS ORGANIZATION						
	Not applicable due to the nature of the activity (HEMERLY ER program).						
	IO. REQUESTS FOR DISSURSEMENT OF FUNDS						
cost	s end	HOMEBUYER agrees that the funds shall a monthly housing costs (Principal, Inter- part of the downpayment amount, if noce at the time of loan closing.	only be used to a cal. Taxes may in the HON	subsidize a private linen to lower the surance (PITI)) and to pay closing IP hands shall be dishursed by the			
COM	ormed (act s	ld rehabilitation be included in the HOMI by a contractor in accordance with this t the form required by the COUNTY. For e with COUNTY housing and other local of	Agreement shall (urther, the unit sh	performed pursuant to a written			
24376	Own by d	erakip assistance funds skall not be disburs se COUNTY.	ed prior to complet	tion of evolvand acceptance of the			
8 .	REV	ersion of assets		V V			
	Not e	pplicable as the bomsowner is not a subsec	ipunt.	24			

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2. RECORDS AND REP.

The COUNTY and HOMEBUYER that complete all reports and maintain documentation, as applicable is accordance with 24 CFR Part 92 and Ploride Statutes for a period of three (3) years from the end of the affordability tarm.

ENFORCEMENT OF THE AGREEMENT

The loss shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Palture by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and copropriate legal action taken.

DUPKTION OF THE AGREEMENT
Tals Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfert of disposes of the melitied unit (by, including but not limited to, sale, transfer, benkrupscy or formulation (2) the borrow so longer occupies the unit as his principal residence; or (3) the borrower dies, or if knowing couple, the survivor dies, or for a period of ten 10 years.

OTHER PHOVISIONS

Ри Чемпил/бонерген

Neither party hereto thall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Chia Agreement, or any act of the COUNTY or the HOMEBUYER shall be decined or construed by any of the parties bereto, or third persons to crease any relationship of third party beneficiary, principal or again, limited or general parmership, joint venture or any association or relationship bavolving the COUNTY.

**************************************	Oary E. Kaiser County Manager
	2/2/-
Mary Mankaus	Date:
V 1	30 TO AND TO ADMINISTRATION OF THE ADMINISTRATION
WITNESSES AS TO HOMEBUYERIS!	HOMESUYER
Suda a Sura	Mon Iffinition
bear a may	MARC E. METGREELL, JR.
Cillian & Graham Co	Michelle Mitchell
(CV)	Date: 12-27-97
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NOTARY AS TO HOMEBUYER(5):	0
SEMINOLE COUNTY, FLORIDA	
STATE OF FLORIDA	Z.O
COUNTY OF Sensitive (c.)	
CROMM CO. ALLINIA IC	(ΛQ)
The foregoing instrument was acknowledged before	1 12h day of (lugues 1 199 7.
by 18747 L + michelle 11.1. Lett., who is pe	respectly known to me or who has produced
Dryet's Lucipe as identification.	
WALLY STATIST OF VALUE OF VAL	
Dedie a Jayou	\bigcirc
And the second s	OFFICIAL SEAL
Print Name Lode (2 degas)	IEDA A SOTINS
	DECEMBER 7. 1988
Notary Public in and for the County and State Aforementions	COMMISSION CC 425012
My commission expires: 12 1-15	

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This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 29, 1997, and recorded in Official Records Book 3193, Pages 1052 through and including 1056, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated January 29, 1997, and recorded in the Official Records Book 3193, Pages 1057 through and including 1059, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 15, 1996, recorded in Official Records Book 3193, Pages 1060 through and including 1062, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1848 Lacy Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 86, PALM POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69, 70, AND 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-19-31-514-0000-0860

(the "Property,") were made by **Charles Lowery and Diann Lowery**, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

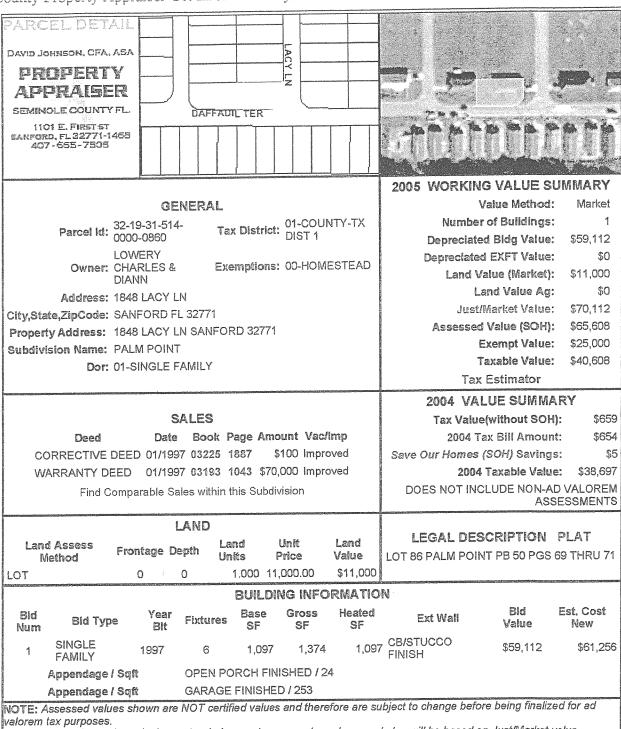
WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, See be executed this day of	minole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 4/7/05 Satisfaction-Charles & Diann Lowery	



Seminale America Homeogenerakis Assistance Program



Second Mortgage Deed

is hereby made and entered into the THIS SECOND MORTGAGE DEED 1997 by and between Courtes Lowery day of _______ hereinafter referred to the "Mortgagor" and Seminole and the state of Floride, whose address is 1101 East First. Street, Santord, Florida 32771, hereinefter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and 'Mortgagee' include all parties to this instrument, the heas, legal representatives and essigns of individuals and the successors and assigns of corporations; and the term 'note' include in all the rates herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and elso consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$1,500.00), hereinafter described, the Morigagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mongagee all the certain land of which the Mortgagor is now selzed and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurenences thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Wortgagor has good right and lewful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to peried the fee simple title to said land in the Mongagee as may reasonably be required; that the Mortgagor hereby full warrants the tile to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by and Devurate Eleine L. Barlow, SHIP Program Coor. Seminale County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707

AGAM TS. HALBER AND ARROCAMES, ETTERPLE, P.O. ISB D. HALTLAND CVG., AUTH 216 HALTLAND, PLANER 20161

Description: Seminole, FL Document-Book. Page 3193.1052 Selected Pages 1-8 Page 1 Order: 6 Comment:

9

CLERK OF CREWIT COURT

Sembolo County Homes and ship Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foredocured proceeding shall be one basis authorizing the Mortgages to declare a default. In this event of foredocure, the Mortgages reserves the right of first refusal on the last as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgage centain Second Mortgage Not hereinafter substantially copied or Identified, to-wit: 2

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgeger shall perform, comply with and abide by each and every of the agreements, etipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said and or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgage because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, asputations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate than aboved by the laws of State of Floride.

If each and every one of the agreements, stipulations, conditions and coverants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter according.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit 'B' no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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Description: Seminole,FL Document-Book.Page 3193.1052 Selected Pages 1-6 Page 2 Order: 6 Comment:

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Sociale County Wemenwerskip Archibence Program

Should the land remain owner-occupied and not be remted, leased or subleased for (check applicable) X tan (10) years, keenty (20) years or thirty (30) years (if used in conjunction with FNA financing), then this second infortingage shall be forgiven in full and a release filed in the public records of Seminate County, Floride. Should the aforementioned provision be violated, a default shall be immediately due and payable. SHE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS TRANSFER OR THIS TO YEARS OR THIS TO YEARS AFTER EXECUTION OF THIS INSTRUMENT. Margager shall repay them for a smount of the transmit five Invested of Collers (\$3,500.00) to Mortgages in full, less any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the cald Mortgagor has hereunto signed and sealed these presents the day and year fast above written.

Charles House	Diana Lowery
Print Name:	Print Name:
Charles Lowry 1845 Lary Lame, Sandurd, Florida	1846 Lasy Lane, Enfoci, Florida
Single Control of the	
Print Name:	Print Name:
showed Allaha	
PART Name: BRORY J. CHRESE JR.	•
Consi Cu Marco	,
Print Name: Copie Lee Menton	

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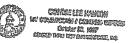
Semindeleady Francoschip Additions Program

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of January 1997, before me, an officer duly substituted in the State aforecald and in the County efficient to take acknowledgments, personally appeared Charles Lowery 9 00 on take acknowledgments, personally appeared the foregoing instrument and and acknowledge before me that he/she/they executed the same and are personally blown to me or have produced personally acknowledge before me that he/she/they executed the same and are personally blown to me or have produced personally acknowledge before me that he/she/they executed the same and are personally blown to me or have produced personally acknowledge. 055 WITNESS my hand and official seal in the County and State last aforesaid.

> Name: Notary Public Serial Number

Commission Expires:



Sommele George Accounts Assistants Programs

3 193 1056

EXHIBIT 'A' LEGAL DESCRIPTION

Lot 87, PALA FORKE, AS FER FLAT BOOK 50, PAUGE 69 through 71, INCLUSIVE. FURLIC EMPORE OF SEMINOLS COURTY, FLORIDA.

Description: Seminole, FL Document-Book. Page 3193.1052 Selected Pages 1-8 Page 5 Order: 6 Comment:

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Seniaels County Renovembly Artistance Program

EXHEIT "B" SECOND MORTGAGE NOTE

AMOUNT: 63,500.00

FOR VALUE RECEIVED, the undersigned (jointy and severally, if more train ories, promises to pay Seminole County (The County), a political subdivision of the Sale of Florids, or order, the manner hereinster specified, the sum of Times thousand sive herded (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanfard, Florids 12771 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x len (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinenced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

CL CONTROL

Description: Semisole, FL Document-Book. Page 3193.1052 Selected Pages 1-8 Page 6 Order: 6 Comment:



Sentuals Country Homesmurshly Hestilians Program

This mortgage is given to seminole county and is exempt from payment of intangible personal property tax and documentary stamp excise tax on documents pursuant to sections 420.513(1) and 199.185(1)(d), florida statutes

This instrument was propered by and Return To:
Elsine L. Barlow, SHIP Property Coar.
Sesinois County Chasses of County
4590 South Highest 17-727 Co.
Casselberry, FI 32707 E.

- The sale, transfer or refinencing of the subject home and real property, within ten.

 (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

 CO
- Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject properly by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- Fallure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Wortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

<u>re</u>

CARMINECOTES

NEW YORK ON THE PROPERTY OF

Seminala Causala, Françaismenthia Françaisment Françaism

Each person liable hereon whether maker or enforcer, hereby waives percentment. protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable efformay's fees, whether sull be brought or not, K, after meturity of this Note or default hereunder, or under said Montgage, counsel shall be employed to collect lifts Note or to protect the security of said Martgage.

Whenever used herein the term "hokies", "maker" or "payee" should be construed to

the singular or plural as the context may require or edmit. In the event of foreclosure. County reserves the right of first refusal on the properties IN WITNESS WHEREOF, the said Montgagor has hereunto signed and disabell these presents the day and year first above written. arres Print Name: CELIES Toward 1846 Lacy Lane, Sanit 1646 Lacy Lane, Annive Print Name: Print Name: Print Name STATE OF FLORIDA COUNTY OF SEMINOLE I KEREBY CERTIFY that on this 29 day of JANUARY 1992 before me, an officer duly authorized in the State aforesaid and in the County aforesaid and Diam Lowery who executed the foregoing instrument and who administed before me that he/she/first executed the same and era personally known to me or have produced DETVERS LICEUSS as identification and who did not take did not take an path. WITNESS my hand and official seal in the County and State least aforesaid. OMA Name: Notary Public ONE LEWISON E CONTROL DE LES Serial Number Commission Expires:

\$11AH

2/26/95

Perpund	By	400 40
ReturnT	er g	

WALFER AND ASSOCIATES, ATTORKEYS, P.A. 235 B. MAITLAND AVE., SUITE 2:6 MAITLAND, PLORIDA 32751

WALTER AND ABBOLIATE ATTIONNEYS, P.A. 235 S. MAITLAND AVE. 8UITE 2:6 MAITLAND, FLORIDA 32 CHRY J. WELKE	· S	EMINGLE COUNTY HOME PROGRAM OGRAM ASSISTANCE AGF	EEVENT	PONIKE	Ç
	CHARLES LOWERY	AND DIANN LOWERS		<u>.c</u>	44-cc;
Applicant(s)	1848 Lacy Lane			13	S
Proteily Address.	Sanford, Flori				SCROOL SCHOOL
gemindie County, a p	nent is entered into the political subdivision of the londary 3277	ns day of he State of Florida, whose a hereinafter	, 19 by and address is 1101 East Fir (COUNTY") ;hereinafter "HOMES	ar	nd
TOP	According to the control of the cont	WITNESSETH:			

USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing At 20 1900, as amended through the U.S. Department of Housing and Urban Development (hereinafter 1900), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as argenced by the Housing and Community Development Act of 1992 and the Multifamily

Properly Disposition Reform Act of 1994 and

WHERE is the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment. Closing assist, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commercia and meet the requirements as set forth 12 CFR Part 92 as amended or waived by HUD

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a least as second mongage note and deed which shall be in effect until the first of the following events occurs (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale transfer bankruptcy or foreclosure). (2) the borrower no longer occupies the unit as his principal residence, or (3) the borrower dies, or if a married couple, the survivor dies.

3 REPAYMENTS

The COUNTY shall provide a Deferrer Fayment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs (1) betrower sells, transfers or disabses of the assisted unit (by, including but not limited to, sale, transfer, banking topologic foreclosure), (2) the borrower no longer occupies the unit as his principal residence, or (3) the berrower dies, or if a married couple, the survivor dies.

UNIFORM ADMINISTRATIVE REQUIREMENTS Not applicable as the HOMEBUYER is not assigned print or state recipient

5 PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by (400, with adjustments for family size.
- (b) The property is located within the geographical areas of Semincle County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the great The COUNTY through, Greater Seminole County Chamber of Commerce has reviewed the because of income and property value requirements in accordance with the HOME Program requirements in accordance with the HOME Program requirements for the project eligible for

The HOMEBUYER shall maintain the property, including payment of trackerry taxes and homeowners insurance, during the term of affordability

60 Fr:'menual\homsprgm

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meat Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

स्र तक्किकि	Se de con o	a tree brokers) are reconstruction .	,		
		ER PROGRAM REQUIREMENTS			
guid	The eline oted	Homeowner shall comply with all applies at 24 CFR Part 92 Subpart H. The r	icable Federal la egulations are pr	ws and regulations as described regulations are regulated below. Applicable regulated	in HUD ons are
	a)	Equal opporturity and fair housing	☐ Applicable	Not Applicable (one unit)	
8	61	Environmental review	☐ Applicable	Not Applicable	
A	مرسمانینی	Sisplacement, relocation and acquisiti	o n		
`	The second	Pt Not Applicable (activity funded in essistance on a newly constructed un occurred pursuant to Federal rules).	s downpayment. nit; therefore no	displacement, relocation and acq	ulsition
	d)	Applicable (Activity is downpayment purchase of an existing unit. Appropriately activities are provided and appropriately displaced by choice. Lead paint	oriata noticas ha	ive been issued. Certification ha	s been
	-/	Applicable (Home built prior to 18 evaluated for lead based paint existen	78. Lead-based ce.)	paint notice has been provided a	nd unit
		BI Not Applicating that built during or	after 1978.)		¢
	e)	Conflict of Interest Inconflict found			
	1)	Disbarment and suspension - not appl	icable		EMINDLE CO. FL
	g)	Flood insurance			ģ
	h)	Executive Order 12372 pet applicable	₿.		M O
8.		FIRMATIVE MARKETING			Ö
	Not	tapplicable due to the nature of the activ	ity (HOMEBUYE	R program).	2 5
9.	CO	NDITIONS FOR RELIGIOUS OF BANK	ZATION		Name (
	Not	applicable due to the nature of the got	MY (HOMEBUYE	R program).	
10.		QUESTS FOR DISBURSEMENT OF FL			
borr cost COI	ower is an UNT	e HOMEBUYER agrees that the funds of the monthly housing costs (Principal, it had part of the downpayment amount, if y at the time of loan closing.	verest Taxes a necession. The	nd insurance (PITI)) and to pay of the HOME funds shall be disbursed in the HOME fund	closing by the
cont	orme tract plian	ould rehabilitation be included in the HC ed by a contractor in accordance with the in the form required by the COUNTY. Ince with COUNTY housing and other loc	this Abreement s Further, the Unit al codes and rep	thall be performed pursuant to a vite hall be inspected by the COUN waterings.	written TY for
sam		nership assistance funds shall not be dis the COUNTY.	sbursed prios to o	completion of work and acceptance	of the
1.	RE\	VERSION OF ASSETS	((
	Not	applicable as the homeowner is not a s	ubrecipient.	$(O)_{a}$	
2	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CORDS AND REPORTS			
	licabl	COUNTY and HOMEBUYER shall le in accordance with 24 CFR Part 92 at the affordability term.	complete all re nd Florida Stalute	ports (and maintain documentations for a period of three (3) years fro	n, as m the

BODY
RECORDS

Q (4)

ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the ban documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ______ then (10), ______ twenty (20) or _____ thirty (30) years; as applicable.

THEP PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race.

sex, creed cote; or national origin in the performance of this Agreement. Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be condemned or construed by any of the parties hereto, or third persons to create any relationship of third party. beneficiary, principal or agent, limited or general partnership, joint venture or any sesociation of relationship involving the COUNTY. SEMINOLE COUNTY, FLORIDA WITNESS: Acting County Manager HOMEBUYER WITNESSES Date: NOTARY AS JO HOMEBUYER(S): STATE OF 1 TO TIDA COUNTY OF GTAMAP. The foregoing instrument was acknowledged being me this Lowery & Didwar Piccery license as identification. DEFICIAL NOTARY DEAL CHRISTINE Y BROOKS COMMICSION HUNGEN CC339050 Notary Public in and for the County and State Aforementioned. HY COMMISSION EXP. 1441 2,1998 My commission expires:

Fn:\manuaNtomeorgm

3/26/96

From:

TransContinental Title Company

TransContinental

FAX COVER

Title Company	Annie Knight Company/Organization/Dept.	NATE LUSA Phone:407-475-9800
	Phone:	Fax: 407-475-0231 Date: 4-05-05
	Fax: 407-1665-7412	Time: <u>7:30</u> Number of Pages(including cover
2200 Lucien Way Suite 420 Maitland, FL 32751		9
Phone: 407-475-9800	RE: Per our conversation	there are any
Fax: 407-475-0231	grestions or concums for	cel from to letine
Email: Orlando@tctitle.com	eneron harmon megnago producer concerno mala pago persona no su pago persona no su pago persona na su pago per	

THANK YOU FOR YOUR BUSINESS

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 21, 1995, and recorded in Official Records Book 3010, Pages 1925 through and including 1929, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 21, 1995, and recorded in the Official Records Book 3010, Pages 1930 through and including 1932, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 26, 1995, recorded in Official Records Book 3010, Pages 1933 through and including 1935, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2415 Summerlin Avenue, 32773, the legal description Florida Sanford, identification for which are as follows:

THE SOUTH 42 FEET OF LOT 10 AND THE NORTH 34 FEET OF LOT 11, BLOCK 8, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 92, 93, AND 94 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-524-0800-0100

(the "Property,") were made by Robert Black, Jr., (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the thirty (30) year period; and

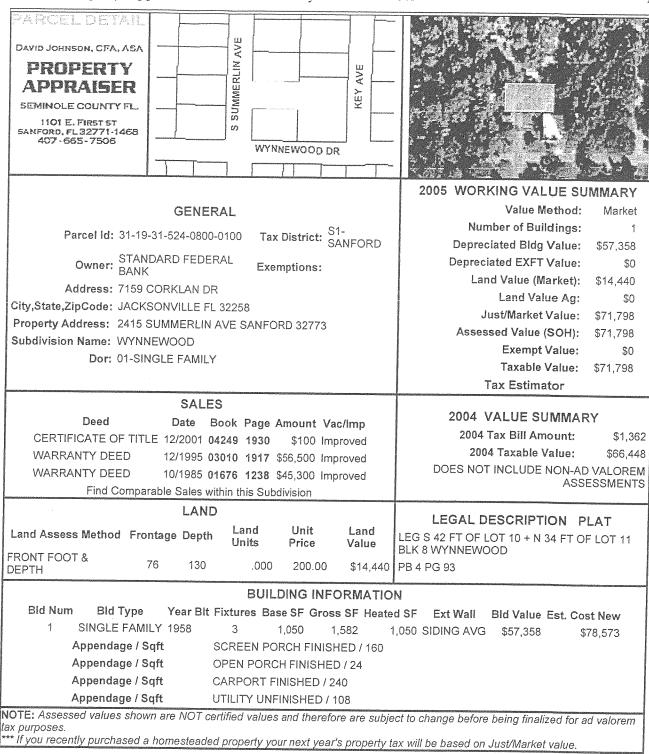
WHEREAS, the Owner did maintain the Property as his residence for at least nine (9) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminabe executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
WADWANNE MODGE	By:CARLTON HENLEY, Chairman
MARYANNE MORSE Clerk to the Board of	CANDION HENDEL, CHAILMAN
County Commissioners of	Date:
Seminole County, Florida.	Date
For the use and reliance	As authorized for execution
of Seminole County only.	by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 4/7/05	
Satisfaction-Robert Black	



tax purposes.



. 5	Second Mortgage Deed
TYPE SECOND MORTGAGE DEED is 2415 day of <u>December</u> 189 5 and <u>No. 189 5 and December</u> 189 5 and <u>December of the State of Figure 189 5 and The State of The St</u>	by and between Robert Black, Jr., emed to the "Mortgagor" and Seminole longs whose address is 1911 Feet First-J
(Whenever ased herein the terms of including a parties to this instrument, and explored of individuals and the corporalisms; and the term 'note' in described it seem one exists)	the heirs, legal representatives in all the notes herein 2000 2000 2000 2000 2000 2000 2000 20
prederation of the egipted by sum named in t	Cibed, the Marigagor hereby grants, of confirms unto the Mortgages all the
SEE EXHIBIT 'A' ATTACHED SERETO	AND INCORPORATED HEREIN
TO HAVE AND TO HOLD THE SAID, together appurenences thereto belonging both the walkering work the simple.	9
AND the Mortgagor covenents with the stage sized of seld land in fee elimple: that the figure a convey said land as elimple: that the Mortgagor perfect the fee elimple title to estel land a course, that the Mortgagor percey full warned the feet of the feet worth of the land of the	Mini bill make each father company ::
A valid purchase money First Montgage appr	
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Consolver El 607	V 17-92 N/N
ENGINEERS TO THE PERSON OF THE	WW.

Fax # P.D. Pequet

ANNIE Knight

(407) US-74/2

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ANY SEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Montgage Note and the First Montgage approved herein, shall constitute a default under the instrument. The institution of a montgage or lien foreclosure legal proceeding that be one basis authorizing the Montgages to declare a default. In the event of foreclosure, the Montgages reserves the right of first refusal on the land as described in Ephibit A.

PROVIDED REWAYS, that said Mortgagor shall pay unto said Mongagos that cartain Second Mortgago Not hareinafter substantially copied or identified, to-with

SEE EXHIBITION ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mengagor shall perform, comply with end abide by each and every of the agreements, stipulations conditions and covenants therein and of this Second Mortgage, and if not, has this Mortgage and the estate hereby created, shall cease, determine and be null afterward.

AND the Mortgagor hereby feather covenents and agrees to pay premptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumprences of every nature on said properly to permit, commit or suffer no weste, impaintent of deterioration of said land or the improvement thereon at any time; to pay all costs, offices, and expenses, including atternay's fees and title searches, reasonably incurrence paid by the Mortgages because of the failure of the Mortgagor to promptly and fully camply with the agreements, attputations, conditions and covenants of said note and the Second Mortgage, or either; to perform, camply with and abide by each and every of the agreements, attputations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgager fails to pay when due any tax, especialized, insurance premium or other sum of money payable by virtue of said note and the light affecting the option to foreclose or any other right hereunder, and all such payments theat base interest from the date thereof at the highest lewful rate than allowed by that leak of State of Florida.

If each and every one of the agreements, atipulations conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the lation of the Mortgages, become and be due and payable, anything in said note or frace to the contrary notwithstanding. Failure by the Mortgages to exercise ank of the rights or options herein provided shall not consillute a waiver of any rights or options whose said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mongage Note attraked as Exhibit 'B' no payments shall be required on the Second Mongage as long as the land remains

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	SCHOOL CARLE PRODUCTION PRODUCTION PROJUM	
	occupied by the Mortgogor, and said land is not sold, leased, rented or sublest Should the land remain owner-coupled and not be rented, leased or sublest (check applicable) (live (5) years, twenty (20) years or thirty (30) years (ili used in contunction with FHA financing), then this Second Mortfall be looping in full and a release filed in the public records of Seminole (Florida. Should this eforementioned provision be violated, a default shall be desired the entire amount shall be immediately due and payable. THE FULL AMOUNTHE SECOND MORFGAGE SHALL BE DUE ON SALE, LEASE, IF THE LEASE, TRANSPER OR REFINANCING OCCURS LESS THAN FIVERTY (20) YEARS OR THIRTY (30) YEARS (A SECUTION OF THIS INSTRUMENT. Mongagor shall repay the loan amount of the state of the same s	sed for X
Thre	ee Thousand and no/1001/2021 analidate to Managament to Managament to the termination of	25 ETT
	available forgiveness as provided in the recapture provisions of the F regulations in effect at the first of default.	edoral
	(C)	
	This Mortgage shall be extendimente to a valid purchase money First Mortgage this land, subject to the notification and approval of Mortgages.	rge an
	IN WITHESS WHEREOF, (In Pacif Martengar has hereunto eighed and	eastari
	those presents the day and year first obove written.	RD-600-500 \$ 601/600
	The same of the sa	
(System Killy Colen Black (g).	
	Print Dante: Judith K. Lloyd Print Name: Robert Black, Jr.	
	The state of the s	
	MINING STATES	
	witness Print Name: Tunarah R. Chiriani Serbi Name:	
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Sected Cases Homesmarkly Accesses Presses HEREBY SERTIFY that on this 21st day of percenter the State eforebeld and in the County eforebeld to take eforebeld end in the County eforebeld to take eforebeld grants, personally appeared Robert Black. Jr. and my who executed the foregoing instrument and who estimated the foregoing instrument and who estimated the personally known to me or have granted Divity of the came and are personally known to me or have granted Divity of the came and ere personally known to me or have granted Divity of the came and ere personally known to me or have granted official seel in the County and State last aforebeld. December Neme: Netary Public Serial Humber 0001 % 1000 M. C. Commission Expires: 7144. PUBLIC .

Section's County Hereaconnelly Additions Progress



To:4076657412



EXMIBIT "A"

LEGAL DESCRIPTION

2008 1929

Lot 10, Block & Less North 18.00 feet, and Lot 11, Block 8, Less South 25.00 feet, VINTOND, according to the Plat thereof as recorded in Plat Book 4, Pages 92, 93 and 94, Public Records of Seminole County, Planta.



OF CHEMISTRE

Semiente Compo Hensemmikip Kettissess Program



EXHIBIT "B" **SECOND MORTGAGE NOTE** DOU.00 AMONNT FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises \$ 564 Seminale County ("The County"), a political subdivision of the Sale of Floride, an Jorder, the manner hereinefter Three thousand are no/100ths (\$ 3,000.00). payable in lawly money of the United States of America to the County of 101 East Fixer State. Servord states 22771 or at such a place as may hereafter be dashposted by written notice from the helder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (305) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mongage. Repayment of this Note shall take place in the following menner: A. If a default of the Fire Madgage occurs, the Second Mongage Note shall be due and payable in full. B. No payment shall be required during the term of this Note, and this debt shall be nemenently forgiven (check one) _____ five (5), ____ __ Iwenty (20) or __ X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of defeut has occurred. This provision shall ensure that the subject home and properly is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after executor-of bis Note. effect at the time of default. This Note incorparates, and is incorparated into, the Saportal Managage Dood of even date on the following described property. SEE EXHIBIT 'A' ATTACHED HERETO AND INCOS DEFAULT The maker of this Note or its successors shall be in default upon irrence of one or more of the following candillons:

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	anneron.	,	
	Property by: 9 JUTILLIV		D. A
	c/o Greeter Schinole Coun	DME Downpayment Ansistance (iv Chamber of Commerce Asia	yoorg.
Som	bools County Homos 5390 South Hiphwey 1722		þ
	Chambers, A. Selvin		h
THIS	MORTGAGE IS GIVEN TO SEMINOLE	This instrument was propored by:	
OF I	nty and is exempt from payment Intanoble personal property		
TAX	AND DOCUMENTARY STAMP EXCISE		
	ON DECUMENTS PURSUANT TO		
FLOR	TIONS (20,513(1) AND 198.185(1)(d), NDA ETATUTES		
1.	The Edit, Paneter or refinencing of the subject	home and real property, within	, à
	five (5). Harnly (20) or thirty (30) years (as eppli	icable) of execution of this Note	
	by maker of maker's successors.		اسم ک <u>ست</u>
2.	Leasing or feliging of the property within five (5)	, twenty (20) or thirty (30) yes	
	of the date of execution of the Note and Second	Mongege.	Classo
3.	The destruction of the home of	n the subject property by maker	93
	or maker's successors.		
4.	Failure to pay applicable property texas on subje	et property and improvemente.	
5.	Fallure to maintain adequate hazard insura improvements.	nce on subject property and	

CONSEQUENCE OF DEFAULT

the property.

Mortgage Deed of even date (/

The occurrence of a default as set forth harahabove thall cause an acceleration of the ramaining unpaid principal belance evidenced barely and accurred by an accempanying Second Mortgage of even date, and the entire Rampining unpoid belance shall be due in full immediately, less any available forgivered be provided in the recepture provisions of the Federal requisitions in effect at the lipit of default.

6. Failure to comply with the telegrand conditions of the eccompanying Second

7. Feilure to comply with the terms and conditions of the First Mongage securing

MISCELLANEOUS PROVISIONS

This Second Mongage chall be subordinate to a First Mphage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date forewith, made by the maker in favor of the said holder, and shall be construed and spicified according to the laws of the State of Florida. The terms of said Mortgage or bit Sid Agreence made a part hereof.

C.RRIMEMARKETER

Somiaile Assate Homescarchité Assistance Program



Each bereon liable heroon whether maker or enforcer, hereby waives percentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable alternay's fees, whether suit be brought or not, if, after maturity of this Note or default hereupder, or under said Mongage, counsel shell be employed to collect this Note or to interest he security of said Mongage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plurefies the context may require or admit.

The confidence of the control of the	
In the event of fortiglippine, County reserves	the right of first refusel on the property.
IN WITHESS WHEREDF, the said Mo	chelige bee bengie olnuered and seeph
these presents the dayfand lear first above	writteg 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
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Polytone: Judith Killionia	Print Name: Rubert Black, Jr. : Co
Mill of College	
Witness (65)	All on the first state of the s
Print Name: Temerali R. Childfant	Print Name:
Carp bearing the second	
Print Name:	
FIRE DELINE.	
Print Name:	
on not at history with 455 \$554 atts 550 \$550.	7.3
STATE OF FLORIDA	1-36
COUNTY OF SEMINOLE	
HEREBY CERTIFY that on this 21	st (sp) d December 1885
before me, an officer duly authorized in the	Bieto evaluation and in the County everence
to take ecknowledgments, personally epp	executed the largoing instrument and who
ecknowledge before me that he/she/they en	
to me or have produced Dewer's Lie	END - (69 Rentification and who did/
để ngị loke en cáth.	
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CENINOLE COLOTY HOKE PRODRAM Howeliver program aggistance agreement

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policentes	Robert Black, Jr. and Ann B. Wiggins		0	es.
TO SOME THE STATE OF THE STATE	2015 Summerlin Avenue	H	ACCOUNT.	
No.	Sanford, FL 32773	9	energy Facility	diges;
To Kan Gre	of in owners into this 26th day of October . 10 95 by end b	The	(4)	PAGE
enford, Pidripe, \$2571	nt in emercal into this <u>26th</u> day of <u>October</u> , <u>1995</u> by end b Witch subdividen of the Eleke of Picker, whose address is 1101 East Pirot (nordinater COUNTY) and <u>RODOF1</u> "(nordinater HOMEBUYER	Strei).	6 1, 7	
000	WITHERDETH: *Block, Jr. and Ann B. WI	. 9g 1	ns	

1. USE OF HOME PONTS

WHEREAR METODUNTY has received HONE lunds appropriated by the National Affordation Housing and of 1888, all Emended, through the U.S. Department of Housing and Urban Development

Mountaine Act of Tavel Aprentaces, through the V.E. Department of Mouding and Urban Development (Narianeker "HUD"), to be expanded in associations with HCME investment Pennemals Act of 1862 and the 12701 or stop), as amagain by the Housing and Community Development Act of 1862 and the Multifamily Property Dispersion Act of 1864; and

WHEREAS, the Constitution act of the HOME funds to easied question framebuyon with downloading acts, prior interest rate buy-sown assistance through the authorishment appearants hereby known at the factor Sentinole County. And mean the requirements as act form in 24 GFR Pan 62 as amagain while.

2. Appearance it?

Z. APPORDABILITY

The property which is the example of the Agreement shell remain effected in accordance with collective for a term so examined in a second mongage note and dead which chell be in effect. will the first of the following events occupy the benemer cells, transfers or disposes of the sociated unit (by, including but not limited to, sols, transfers or to releasement; (2) the benevier no longer complete the unit as this principal residential post the temperar does, or if a manied couple, the curvivar does.

8. REPAYMENTS

The COUNTY shall provide a Delonce Primary Than in an amount up to § 3,000.00 at 6% until the first of the following events essure: (1) beginning as tensions or depones of the applicad unit (by, including but not immed to, cale, transfer, belleging as tensionally; (2) the behavior no longer accupies the unit of this principal recisance; or (3) the beginning or if a married couple, the survivor deep.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

NO EMBREDO EL DIO HOLLEUVER ID NO O ELIFECIPIÓN (RELIGIO POCIPION.

S. PROJECT REQUIREMENT

The County and the Homebuyer egics to comply with home requisions as socionh in 24 CFR. POR 62 GUEPEN P. 65 (olicas:

(a) The HOLLEGIA (a) have certified that the property stack of international production residence and the time of epiceode and epicode and persons (60%) of the enedian matter for the case, as determined by April 74th adjustments for family

(b) The property is leasted with the geographical areas of Company County, Floride and has an ener retablishment or construction appreciase value cause to a less than introductive persons (62%) (60% what used with Chilp functo) of the median sales price of the error. The County Advisorable County and the Horse first reviewed the househed income sale property value returnments in registerates with the Horse first reviewed the formation of the sales (children for the first county). Program requirements and determined the preject eligible for funding.

*Seminole County Chamber of Commerce

END OF CHICUIT CO

4343...

THE HOMEBUYER meintain the property, industing or 11 of property lesses and homesware insurence, du. he term of affordsbury. 6. MOUBING AND QUALITY STANDARDS The property at the time of initial ecoupency by the HOMEBUYER chall most Section & Housing Quelty Stenders (HOB) and the local building codes and repulations of the COUNTY. The COUNT hes inspected, the preparty and has determined the project eligible for funding. OTHER DROWN REQUIREMENTS The Homewheer shall comply with all explicable Federal fews and regulations on described in HUD Buildelines of 250FR Pan 62 Support H. The regulations are provided below. Applicable regulations are so noted, Edvar programmy and fair housing Applicable (INol Applicable (one unit) Environmenty ent b) Applicable Mel Applicable Displacement relegation and exquisition O Not Approprie (ectivity funded in downpayment, closing cost or interest rate buy down existence to properly constructed une; therefore no deplecement, releasing and ecquisition occurred pulsualities Federal rules), Applicable (Activity is compayment, cleaning east of interest rate buy-down examence for the purchase of an existing unit. Appropriate milities have been faculate. Conflication has been provided/executed enseming that properly was not occupied by a tenant and that the ewner has been voluntarily displaced by choice. Load paint Load point

S Applicable (Home bell prior to 1876. Load-based paint notice has been provided and use ovaluated for lead-based paint motice has been provided and use ovaluated for lead-based paint motice has been provided and use ovaluations.)

Conflict of interest - no conflictions

Claberment and suspension - not suppliable

Flood incurance

T S n Executive Order (2172 - not applied B. AFFRHATIVE WARKETING Not applicable due to the nature of the ectivity (451) (Wei program). CONDITIONS FOR RELIGIOUS ORGANIZATION Not applicable due to the neture of the ealthy (A.D. EBLETP program). 10. REQUEETS FOR DISSURSEMENT OF FUNDS The HOMEBUYER egreet that the funds that only be uterly subsidize a private teen to lower the borrower's mentility hearts gotte (Principal, Interest, Taxes and Dayrange (Pitti)) and to pay closing costs and part of the compayment amount, if necessary. The fight funds shall be disturbed by the COLECTY of the line of team of teams. COUNTY of the time of teen clesing. Should mhabilitation be included in the KOME auditance, the HARTAINER agrees that any wark performed by a contractor in accordance with this Agreement shall be performed pursuent to a written contract in the form regulated by the COLINTY for compliance with COUNTY housing and other local codes and regulations

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Ownership acadeterop funds chall not be abbursed prior to complete

Not applicable on the homeowner is not a subrealplant.

the earns by the County.

1. REVERSION OF ASSETS

RECORDS AND REPORTS

the end assophence of

The County and Homeburgh chair complete all reports and maintain decumentation, as applicable in accordance with 24 OFR Part DE and Florida Statutes for a pointed of large (b) years from the and of the affordability term.

3. Exporegment of the adresment

The leaf cheft be evidenced by a frombany histo and accurac by a Madgage on the property. Falters by the Active over the comply with the terms of this Agreement and the team commons and to examine the team commons and the team commons and the team commons and the team commons and to examine the team commons and the team commons and the team commons and the team commons and the team of the commons and the team of the following events course (1) between eater, the content of the cont

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Ossadberty, FL 32707

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authorization to release information

I/We authorize you to release any information that may be required for the purpose of a credit transaction. This information will be kept for their confidential use. I/We further understand that a duplicate or photocopy of this form may be used when requesting information.

Refert Blef	1267-543 805/81 8800/119#	106 2.14.05.
Signature	Scalal Security is	Dete

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 10, 1997, and recorded in Official Records Book 3311, Pages 0963 through and including 0967, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 10, 1997, and recorded in the Official Records Book 3311, Pages 0968 through and including 0970, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 7, 1997, recorded in Official Records Book 3311, Pages 0971 through and including 0973, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2433 S. Laurel Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 114 AND THE NORTH 1/2 OF LOT 115, FRANKLIN TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-539-0000-1140

(the "Property,") were made by **Cynthia D. Lucie**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminor be executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	By:CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 4/5/05	
Satisfaction-Cynthia Lucie	

PROPERTY APPRAISER SEMINOLE COUNTY PL 1101 E. FIRST ST SANFORD, FL 32771-1468 4077-605-7506 GENERAL Parcel Id. 36-19-30-539-0000- Owner: LUCIE CYNTHIA D Address: 2433 S LAUREL AVE City, State, ZipCode: SANFORD FL 32771 Property Address: 2433 LAUREL AVE City, State, ZipCode: SANFORD FL 32771 Property Address: 2433 LAUREL AVE SANFORD 32771 Subdivision Name: FRANKLIN TERRACE Dor: 01-SINGLE FAMILY SALES Deed Date Deed Date Dore GUIT CLAIM DEED 09/1997 03311 0950 559.000 Improved QUIT CLAIM DEED 09/1995 02962 0432 \$3,100 Improved QUIT CLAIM DEED 09/1995 02962 0432 \$3,100 Improved WARRANTY DEED 12/1983 01507 0843 335,000 Improved WARRANTY DEED 01/1971 00870 0887 513,000 Improved Find Comparable Sales within this Subdivision LAND Land Land Unit Land Liegal Description PLAT LEGAL DESCRIPTION PLAT LEGAL DESCRIPTION PLAT LEGAL DESCRIPTION PLAT LEGAL DESCRIPTION PLAT
PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. PIRST ST SANFORD, 1.2327711468 A297-695-7508 GENERAL Parcel Id: 36-19-30-539-0000- Tax District: S1-SANFORD Owner: LUCIE CYNTHIA D Exemptions: 00- HOMESTEAD Address: 2433 S LAUREL AVE City, State, Zip Code: SANFORD FL 32771 Property Address: 2433 LAUREL AVE SANFORD 32771 Subdivision Name: FRANKLIN TERRACE Dor: 01-SINGLE FAMILY SALES Deed Date Book Page Amount Vac/Imp WARRANTY DEED 10/1997 03311 0950 S59,600 Improved QUIT CLAIM DEED 10/1996 01788 1697 \$100 Improved QUIT CLAIM DEED 10/1996 01788 1697 \$100 Improved WARRANTY DEED 12/1963 01507 0843 \$35,000 Improved WARRANTY DEED 10/1996 01788 1697 \$100 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 10/1968 01788 1697 \$100 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 10/1983 01507 0843 \$35,000 Improved WARRANTY DEED 10/1971 00870 0667 \$13,000 Improved WARRANTY DEED 01/1971 00870
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Parcel Id: 36-19-30-539-0000-
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Number of Buildings: 1
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Owner: LUCIE CYNTHIA D
Address: 2433 S LAUREL AVE City, State, Zip Code: SANFORD FL 32771 Property Address: 2433 LAUREL AVE SANFORD 32771 Subdivision Name: FRANKLIN TERRACE Dor: 01-SINGLE FAMILY SALES Deed Date Book Page Amount Vac/Imp WARRANTY DEED 10/1997 03311 0950 \$59,600 Improved QUIT CLAIM DEED 09/1995 02962 0432 \$3,100 Improved QUIT CLAIM DEED 10/1986 01788 1697 \$100 Improved WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method, Frontage Depth Land Unit Land Land Value Ag: \$0 Just/Market Value: \$66,146 Assessed Value (SOH): \$48,546 Exempt Value: \$22,000 Taxable Value: \$23,546 Tax Estimator 2004 VALUE SUMMARY Tax Value(without SOH): \$861 2004 Tax Bill Amount: \$464 Save Our Homes (SOH) Savings: \$397 WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method, Frontage Depth Land Unit Land
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Assessed Value (SOH): \$48,546
Subdivision Name: FRANKLIN TERRACE Dor: 01-SINGLE FAMILY
SALES Deed Date Book Page Amount Vac/Imp WARRANTY DEED 10/1997 03311 0950 \$59,600 Improved QUIT CLAIM DEED 09/1995 02962 0432 \$3,100 Improved QUIT CLAIM DEED 10/1986 01788 1697 \$100 Improved WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved Find Comparable Sales within this Subdivision LAND Land Unit Land LEGAL DESCRIPTION PLAT
Deed Date Book Page Amount Vac/Imp 2004 VALUE SUMMARY
Deed Date Book Page Amount Vac/Imp 2004 VALUE SUMMARY
WARRANTY DEED 10/1997 03311 0950 \$59,600 Improved QUIT CLAIM DEED 09/1995 02962 0432 \$3,100 Improved QUIT CLAIM DEED 10/1986 01788 1697 \$100 Improved WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved LAND LAND Land Assess Method Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
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QUIT CLAIM DEED 10/1986 01788 1697 \$100 Improved Save Our Homes (SOH) Savings: \$397 WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved 2004 Taxable Value: \$22,641 WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved DOES NOT INCLUDE NON-AD VALOREM WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved ASSESSMENTS Find Comparable Sales within this Subdivision LAND Land Assess Method, Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
WARRANTY DEED 12/1983 01507 0843 \$35,000 Improved WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method, Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
WARRANTY DEED 09/1979 01243 1359 \$29,000 Improved WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved ASSESSMENTS Find Comparable Sales within this Subdivision LAND Land Assess Method, Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
WARRANTY DEED 01/1971 00870 0687 \$13,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
Find Comparable Sales within this Subdivision LAND Land Assess Method Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
Land Assess Method Frontage Depth Land Unit Land LEGAL DESCRIPTION PLAT
Land Assess Mothod Frontage Donth Lung VIIII Land I
Units Price Value LEG LOT 114 + N 1/2 OF LOT 115 FRANKLIN
FRONT FOOT & TERRACE PB 3 PG 78
DEPTH 75 128 .000 300.00 \$21,150
BUILDING INFORMATION
Bld Num Bld Type Year Blt Fixtures Base SF Gross SF Heated SF Ext Wall Bld Value Est. Cost New
1 SINGLE FAMILY 1952 3 837 1,392 837 SIDING AVG \$44,484 \$67,146
Appendage / Sqft UTILITY FINISHED / 28
Appendage / Sqft BASE SEMI FINISHED / 281
Appendage / Sqft SCREEN PORCH UNFINISHED / 120 Appendage / Sqft ENCLOSED PORCH FINISHED / 126
EXTRA FEATURE
Description Year Blt Units EXFT Value Est. Cost New
ALUM CARPORT NO FLOOR 1980 320 \$512 \$1,280
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem
ax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.
, our reason, parentees a nemestades property your next year a property tax will be based on austimatical value.

Sominale County Homasownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the North day of October. 199.7 by and between Cynthia D. Lucie. Single person hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford.

Florida 1277 hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETS that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), bereitsefter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE AME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagor that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons who never and that said land is free land clear of all encumbrances except:

A valid purchase money Pirst Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 428.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AZTE RECORDING RETURN TO:
SALE MOMEBUYER ASSISTANCE
PROSPAGE - ATTN: SHARON SELF
MASS INOV 17-02
CASSELFEEBY, FL. 22707

1 of 5

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(B)

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the contain Second Mortgage Not hereinafter substantially copied or identified, to wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

ANTE the Mortgagor shall perform, comply with and abide by each and every of the agreements stipulations, conditions and covenants therein and of this Second Mortgage, and if now, then this Mortgage and the estate hereby created, shall cease, determine and be full and void.

AND the Mongagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Montgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations approximates of every nature on said property to permit, commit or suffer no waster impairment or deterioration of said land or the improvement thereon at any time; to pay alticosts, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Montgage because of the fallure of the Montgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Montgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Second Montgage, or either. In the event the Montgagor fails to pay when due appears assessment, insurance premium or other sum of money payable by virtue of said note and this Second Montgage, or either, the Montgage may pay the same, without varying or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then slighed by the laws of State of Florida.

If each and every one of the agreements suppliations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or therein. In the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to excepts any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note stretched hereto as Exhibit "B" no payments shall be required on the Second Mortgage is tell; as the land remains occupied by the Mortgagor, and said land is not sold, leased femolog subleased.

2 of 5

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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SACE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Threethousand Five-hundred dollars and 00/100(\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Vigregge shall be sebordinate to a valid purchase money First Mongage on this land, subject to the notification and approval of Mortgagee.

0 .IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed

	the dan and year first a	bove written	
// Cigar			Cynthia to Lucia
Print Name:	RUSSELF HEISTE		Print Name: Cynthia D. Lucie
	is Stephen	lin	2433 Laurel Avenue Sanford, Florida 32771
Print Name:	VIVIAN S. WHEELER	*	Print Name:
Print Name:		3	Print Name:
Separation of the second secon		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
Print Name:			Crist Name:
		16	
		,	
		3 of 5	

7/29/97

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STATE	of P	LORIDA	
COUNT	Y OF	F SEMINOL	E

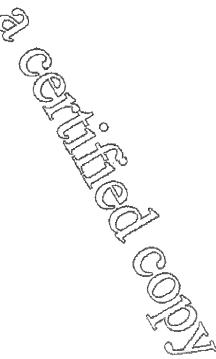
COUNTY OF SEMINOLE			
I HEREBY CERTIFY that on this 10th day of October	1597		
before me, an officer duly authorized in the State aforesaid and in the County aforesa			
to take acknowledgments, personally appeared CYNTHIA D. LUCIE. A SINGLE	PERSON		
and symptomic who executed the foregoing instrument a			
acknowledge before me that he/she/they executed the same and are personally known			
	who show	لي:	
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did not take an oath.	ř	v 40000	83
WYPHESS By hand and official real in the County and State last aforesaid.	SEMINOR	\$5 sections	
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Name: RUSSELL HEINLE		-23	
Notary Public			
Serial Number CC617617			
Commission Expires: 05/16/2001			
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Pathern Heine			
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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 114 AND THE WORTH 1/2 OF LOT 115, FRANKLIN TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3. PAGE 78, OF THE PUBLIC RECORDS OF SENINOLE COUNTY, FLORIDA.

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5 of 5

7/28/97 Bolinię doc

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

GOLPV

\$3,500,00

promises a pay Seminole County ("The County"), a political subdivision of the Sate of Florida of order, the manner hereinafter specified, the sum of Three-thousand, Five-hundred of litera & No/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford. Florida 32771 of at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the Birst Mortgage occurs, the Second Mortgage Note shall be due and payable in tell.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (201) (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied the interiod of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased transferred or refinanced prior to ten(10) years after the purchase, the full payment shell be due on sale, lease, transfer or refinancing less any available forgreeness as set forth in the recapture provisions of the Federal Regulations in effect that fine of default.

This Note incorporates, and is incorporated into the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default poer occurrence of one or more of the following conditions:

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.F. HOMERUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
450 S. US HWY 1
CASSELBERRY, FL 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (KD) years of execution of this Note, by maker or maker's successors.
- 2. Leasing of the property within ten (10) years of the date of execution of the Work and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's superstors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply who the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the series and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth his chargove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire repaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Pederal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even that be rewith, made by the maker in favor of the sald holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 5

2. RECORDS AND REPO

The COUNTY and HOMERLYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the and of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the proping Pailure-South HOMEBUYER to comply with the terms of this Agreement and the loan documents the be considered default and appropriate legal action taken.

4. OURANDON OF THE AGREEMENT

processed shall be in effect until the first of the following events occurs: (1) bottomer sells. transfer of disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy of foreclosing). (I) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or it's merital couple, the survivor dies, or for a period of ten 10 years.

OTHER PROVISIONS

Neither party sepain shall discriminate against any person or group of persons on account of race. sex, creed, color or particular origin in the performance of this Agreement,

Nothing contained in this Agreement, or any set of the COUNTY or the HOMEBUYER shall be deemed or construct by enyrof the parties herein, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COLWIY.

((),		
WITNESS:	Gary E. Kalser	County Manager
Mary Marians	Date: _ 0/1/97	
WINESES AS TO FOWEBUYEES:	HOMEBUYER	_
TORN'S PIERSON	Xemptia D	Lucie Lucie
ROSANNE MOYE	Cynthia b. 1	LUCIE
	Date: 9-7-9	7
NOTARY AS TO HOMEBUYER(S):	0	
SEMINOLE COUNTY, FLORIDA	TO STATE OF THE ST	
STATE OF FLORIDA)	<u></u>	
COUNTY OF "Secritor" (
The foregoing instrument was schewledged before	me was day of	Sulemistrog 7
by LIMING D. LUCK. , who is per 12 12 12 12 12 22 as identification.	preparate known to me or who ha	s produced
Kata Clinge.	MARINIMAN	naventuran karang Kate Cinaar
Print Name Katha Clinqui	by the My Com	r Public, Saul al Flerida S mission No. CC 655338 (C massion Exp. 06/12/2001 (C
Notary Public in and for the County and State Aforementione	A Chinal denounce . L	ys. Massay Sarver & Postesia Co. S. Carrest extensional contact the Co.
My commission expires: 11 11 2 20:01		
Frummuslihamenera		

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8/6/97

The HOMEBUYER shall manusin the property, building payment of property takes and homeowners insurance, during the term of affordability.

6. Housing and quality standards

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing hy

Qua Inse	elity : pected	Standards (HQS) and the local building cod Fig. property and has determined the proje	es and regulations or eligible for fun	of the COUNTY. The COUNTY had			
7.		ER PROGRAM REQUIREMENTS	•	•			
gul so :	Solver Solver Solver	Homeowner shall comply with all applies was 2 CPR Fart 92 Subpart H. The regr	ible Pederal laws slations are provid	and regulations as described in HUE ed below. Applicable regulations are			
	a)	Execution and fair housing	Applicable	S Not Applicable (one unli)			
	b)	Enformental review	☐ Applicable	Not Applicable			
	(2	Displacement, Plocation and acquisition					
	Not applicable (activity funded is downpayment, clothing cost or interest rate buy-described on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Pederal rules).						
	Applicable certifity is downpayment, closing cost or interest rate buy-down assistance to purchase of an extending unit. Appropriate notices have been issued. Certification has provided/executed channing that property was not occupied by a tenant and that the owner been voluntarily displaced by choice.						
	d)	Lead paint					
		Applicable (Home built print to 1978 evaluated for lead-based games intence.)	. Lead-based pa	int notice has been provided and unit			
		☐ Not Applicable (Unit build-during or at	ter (978.)				
	8)	Conflict of Interest - no conflict found					
	f)	Disbarment and suspension - not applicable	£				
	g)	Flood insurance	7				
	h)	Executive Order 12372 - non applicables	3				
Ġ.		TRMATIVE MARKETING					
	Not applicable due to the nature of the activity (HOMERFIER program).						
9,	CONDITIONS FOR RELIGIOUS ORGANIZATION						
		applicable due to the nature of the activity (1 / (0) .	rogram).			
10.	REQUESTS FOR DISBURSEMENT OF FUNDS						
00815	ower' and INTY	HOMEBUYER agrees that the funds shall a monthly housing costs (Principal, Interepart of the downpayment amount, if neces at the time of loan closing.	est, Texas and in Mary. The Holy	surance (PITI)) and to pay closing Ennds shall be disbursed by the			
com	raci ir	to rehabilitation be included in the HOME I by a contractor in accordance with this . A the form required by the COUNTY. Fu with COUNTY housing and other local or	Agreement sk <u>all</u> (Ither, the unit els	el decidented purguant to a written			
ene	Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the						
gypocial m	REV	ERSION OF ASSETS		"designed/manufacture" .			

Not applicable as the homeowner is not a subrecipient.

61

6/6/97

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SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Property Address: Cynthia D. Lucie

2433 Laurel Avc.S. Sanford, FL 32771

WITNESSETH:

USE OF HOME PUMPE

WHEREAS USE COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the O.S. Department of Housing and Urban Development (hereisafter "HUD"), to sepended in accordance using flower investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community beautophent Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment. Closing coats, and/or interest rate buy-hown assistance through its subrecipiem organization hereby known as Greater Seminole County Chamber of County and need the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

AFFORDABILITY

The property which is the subject of the Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or dispute the assisted unit (by, including has not limited to, sale, transfer, bankruptey or foreelosure); (2) the borrower follower occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Paymons Lans in an amount up to <u>\$3.500.00</u> at 0% until the first of the following events occurs: (1) borrower sells, transfer of the assisted unit (by, including but not limited to, sale, (ransfer, bankruptcy or foreclosure); (2) the horrower sells, transfer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survitor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS (

Not applicable as the HOMEBUYER is not a subrecipient of staff Expient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMBBUYER(s) have certified that the property shall be platfine only principal residence and that, at the time of application and approval, in-ther their annual monte does not extend eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County. Plorida and has an after rehabilitation or construction appraised value equal to or loss than ninety-five potent (95%) (90% when used with SHIP funds) of the median sides price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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7/20/97 Bresnig.dec Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether sult be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the sengular opplural as the context may require or admit.

in the event of foreclosu	re. Pounty reserves th	he right of first refusal on the property.		ω ω (
IN SULTNESS WHE	FEOF, the said Morte first above written.	gagor has hereunto signed and scaled thes		
17. 20 SO	(0)	trenthing & wie	Z X	*
Print Name: Turssend	The the state of t	Print Name: Synthle D. Lucie 2433 Leubell vente Sanfond Torida 32771	8	070
		Print Name:		
Print Name: VIVIA	RECLER	A Little (1005)	SSSSS _{A-M} S ₄ D	
Print Name:	(P)	Print Name:		
Print Name:		Print Name:		
STATE OF FLORIDA COUNTY OF SEMING	OLE PARTY	ž o		
I HEREBY CERTI before me, an officer de to take acknowledgme	uly authorized in Mad	Test sporesaid and in the County aforesai	_, 199 id : PERS	
à	.3	LKARRANIA THE EARLOWING INSTRUMENT AT	nd who)
to me or have produced did not take an oath.	that he/she/they exect d DRIVER'S LICE	suited the same and are personally known as identification and	who 🕏	id/
WITNESS my hand	l and official scul in th	ne County assistant [assistant]	حد	1
54: 888 (PI 11	PRIMARY HEAVE AMERICAN & CORNTON EXPIRES N May 16, 2001 Chies then has deligned her.	Variet Russell Fried Votary Public 90617617 Commission Explices 95/16/2001		althuria a 2000 de finicionanti